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## U. S. DEPARTMENT OF AGRICULTURE.

### INSECTICIDE AND FUNGICIDE BOARD.

J. K. HAYWOOD, *Chairman*; M. B. WAITE, A. L. QUAINANCE, J. A. EMERY.

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## SERVICE AND REGULATORY ANNOUNCEMENTS.

No. 16.

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N. J. 222-278.

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### NOTICES OF JUDGMENT UNDER THE INSECTICIDE ACT OF 1910.

[Given pursuant to sec. 4 of the Insecticide Act of 1910.]

**222. Misbranding of "Mack's Sure Death to Ants." U. S. v. George W. McDuff. Plea of Guilty. Fine, \$5.** (I. & F. No. 295. Dom. No. 7223.)

On July 6, 1915, the United States attorney for the Eastern District of Louisiana, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against George W. McDuff, New Orleans, La., alleging the shipment by said defendant, on May 16, 1912, from the State of Louisiana into the State of Texas, of a quantity of an article called "Mack's Sure Death to Ants," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 288 packages, each labeled as follows: "Mack's Sure Death to Ants \* \* \* Prepared by Geo. W. McDuff, Pharmaceutical Chemist, New Orleans, La. \* \* \* The only successful Ant Exterminator now in use \* \* \*."

Misbranding of the article was alleged in the information in that it was an insecticide other than Paris greens and lead arsenates, and that it contained arsenic in a combination thereof, and the total of the arsenic present was not stated (expressed as per centum of metallic arsenic) on each or any of the labels of the packages containing the article. Misbranding was alleged further in that the article was an insecticide other than Paris greens and lead arsenates, and that it contained arsenic in a combination thereof and in water-soluble forms, and the amount of arsenic in water-soluble forms was not stated (expressed as per centum of metallic arsenic) on each or any of the labels of the packages containing the article. Misbranding was alleged further in that the article was an insecticide and that the statement, to wit, "The only successful Ant Exterminator now in use," borne on each of the labels of the packages containing the article, was calculated to deceive and mislead the purchaser into the belief that the article was the only successful exterminator of ants then in use, whereas, it was not the only successful exterminator of ants then in use. Misbranding was alleged further in that the article was an insecticide, and that the statement, to wit,

"The only successful Ant Exterminator now in use," borne on each of the labels of the packages, was false and misleading, in that the article was not the only successful exterminator of ants then in use. Misbranding was alleged further in that the article was an insecticide other than Paris greens and lead arsenates, and consisted partially of inert substances, to wit, reducing sugars, sucrose, and water, which substances did not and do not prevent, destroy, repel, or mitigate insects, and the names and the percentage amounts of each and every one of the inert ingredients was not stated plainly and correctly, or at all, on each or any of the labels of the packages containing the article, nor in lieu of the names and percentage amounts of the inert ingredients, were the names and the percentage amounts of each and every ingredient having insecticidal properties, and the total percentage of the inert ingredients present in the article, stated plainly and correctly, or at all, on each or any of the labels.

On July 6, 1915, the defendant, George W. McDuff, entered a plea of guilty, and the court imposed a fine of \$5.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

**223. Misbranding of "Butcher's Lime-Sulphur Solution." U. S. v. Jacob C. Butcher (Oregon Arsenical Spray Company). Plea of guilty. Fine, \$5. (I. & F. No. 271. Dom. No. 7754.)**

On January 19, 1915, the United States attorney for the District of Oregon, acting upon a report by the Secretary of Agriculture, filed an information in the District Court of the United States for said district against Jacob C. Butcher, trading and doing business under the name and style of the Oregon Arsenical Spray Co., Clackamas, Oreg., alleging the shipment by said defendant, on or about April 7, 1913, from the State of Oregon into the State of Washington, of a quantity of an article called "Butcher's Lime-Sulphur Solution," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in five barrels, each labeled as follows: "Butcher's Lime-Sulphur Solution Guaranteed 30° Oregon Arsenical Spray Co., Clackamas, Ore."

Misbranding of the article was alleged in the information in that it was an insecticide other than Paris greens and lead arsenates, which consisted partially of inert substances, to wit, water and calcium sulphate, which substances do not prevent, destroy, repel, or mitigate insects, and the names and the percentage amounts of each of the inert ingredients were not stated plainly and correctly, or at all, on each or any of the barrels containing the article, nor in lieu of the names and the percentage amounts of the inert ingredients, were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the inert ingredients, stated plainly and correctly, or at all, on each or any of the barrels containing the article.

On July 19, 1915, the defendant entered a plea of guilty, and the court imposed a fine of \$5.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

**224. Adulteration and misbranding of "A. D. S. Insect Powder." U. S. v. American Druggists Syndicate. Plea of guilty. Fine, \$5. (I. & F. No. 170. Dom. No. 6850.)**

On May 21, 1914, the United States attorney for the Eastern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against American Druggists Syndicate, a corporation, New York, N. Y., alleging the shipment by said defendant, on January 1, 1912, from the State of New York into the State of Oregon, of a quantity of an article designated "A. D. S. Insect Powder," which was adulterated and misbranded within the meaning of the Insecticide Act of 1910. The article was contained in cans, each labeled in part as follows: "A. D. S. Insect Powder. 25 cents.



Positively kills all insects. They inhale this powder and die. Four times stronger than any other insecticide. The safest and most effectual destroyer of bed bugs, mosquitoes, cockroaches, moths, fleas, ants, potato bugs, and all other insects. Put up and guaranteed by American Druggists Syndicate U. S. A. Main offices, New York. \* \* \* This powder on account of its superior quality, requires to be used but once a season (if used thoroughly) for Bedbugs, Cockroaches, etc., or where it is allowed to remain undisturbed, as it retains its strength indefinitely."

Adulteration of the article was alleged in the information in that it was an insecticide other than Paris green and lead arsenate, and its strength and purity fell below the professed standard and quality under which it was sold, that is to say, the article was designated on the label as "Insect Powder," whereas the article was not "insect powder," "insect powder" being composed wholly of the ground flower heads of certain species of pyrethrum, while the said insecticide consisted partially of other substances, to wit, borax and hellebore. Adulteration of the article was alleged further in that it was an insecticide other than Paris green and lead arsenate, and that other substances, to wit, borax and hellebore, had been substituted in part for the genuine article, to wit, "insect powder," "insect powder" being composed wholly of the ground flower heads of certain species of pyrethrum. Misbranding of the article was alleged in the information in that it was an insecticide, and the labels on the cans bore statements regarding the article or the ingredients therein which were false and misleading: in this, that the article was designated on the label "Insect Powder," whereas the article was not "insect powder," "insect powder" being composed wholly of the ground flower heads of certain species of pyrethrum, while the said insecticide consisted partially of other substances, to wit, borax and hellebore; and in this, that the label bore the statements, "Positively kills all insects. They inhale this powder and die," whereas the article would not kill all insects, and all insects would not inhale the article and die; and in this, that the label bore the statement, "Four times stronger than any other insecticide," whereas the article was not four times stronger than any other insecticide; and in this, that the label bore the statement, "The safest and most effectual destroyer of bed bugs, mosquitoes, cockroaches, moths, ants, potato bugs, and all other insects," whereas the article was not the safest and most effectual destroyer of bed bugs, mosquitoes, cockroaches, moths, fleas, ants, potato bugs, and all other insects; and in this, that the label bore the statement, "It retains its strength indefinitely," whereas the article did not retain its strength indefinitely.

On July 8, 1915, the defendant entered a plea of guilty, and the court imposed a fine of \$5.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

225. Misbranding of "Strictly Pure Paris Green." Misbranding of "Lion Brand Bordeaux Mixture." U. S. v. The James A. Blanchard Company. Plea of guilty. Fine, \$30. (I. & F. Nos. 25, 27, 28. Dom. Nos. 5253, 601, 5851.)

On December 17, 1913, the United States attorney for the Eastern District of New York, acting upon reports by the Secretary of Agriculture, filed in the District Court of the United States for said district an information, in three counts, against The James A. Blanchard Co., a corporation, New York, N. Y., alleging violations of the Insecticide Act of 1910 by the said defendant.

It was alleged in the information that on June 5, 1911, the defendant shipped from the State of New York into the State of Maryland a quantity of an article, contained in packages, each labeled in part as follows: "Warranted Strictly Pure Paris Green. The James A. Blanchard Co., New York, Lion Brand Strictly Pure Paris Green. This package contains 1 lb. net weight Lion Brand Pure Paris Green. \* \* \* Manufactured by the James A. Blanchard Co. New York." It was alleged that the

Paris green was misbranded within the meaning of the act in that it was in package form and the contents were stated in terms of weight and they were not correctly stated on the outside of the package, in this, that the label on the outside of each of the packages bore the statement, "This package contains 1 lb. net weight Lion Brand Paris Green," whereas each of the packages contained less than one pound, to wit, .821 of a pound.

It was alleged further in the information that on May 22, 1911, the defendant shipped from the State of New York into the District of Columbia a quantity of an article, contained in packages, each labeled in part as follows: "One Gallon Lion Brand Bordeaux Mixture. Manufactured by The James A. Blanchard Co., New York, N. Y., and St. Joseph, Mich. Guaranteed under the Insecticide Act of 1910 by The James A. Blanchard Co., New York, N. Y., and St. Joseph, Mich." It was alleged that the article was misbranded within the meaning of the act in that it was a fungicide, and that it was in package form and the contents were not correctly stated in terms of measure on the outside of the package, in this, that the label on the outside of each of the packages bore the statement, "One Gallon," whereas each of the packages contained less than one gallon, to wit, .9247 of a gallon.

It was alleged further in the information that on January 30, 1911, the defendant shipped from the State of New York into the State of Oregon a quantity of an article, contained in packages, each labeled in part as follows: "Lion Brand Bordeaux Mixture Manufactured by the James A. Blanchard Co., New York. This can Contains One Gallon of the mixture which will be ready for use by simply adding and thoroughly mixing with it Forty-nine parts of cold water. The James A. Blanchard Co. New York." It was alleged that the article was misbranded within the meaning of the act in that it was a fungicide, and that it was in package form, and the contents were not correctly stated in terms of measure on the outside of the package, in this, that the label on the outside of each of the packages bore the statement, "This can Contains One Gallon of the mixture," whereas each of the packages contained less than one gallon, to wit, .9247 of a gallon.

On June 12, 1914, an order was entered overruling a demurrer filed by the defendant, and on October 22, 1915, a plea of not guilty previously entered was withdrawn and a plea of guilty entered and the court imposed a fine of \$20.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

226. Misbranding of "Lion Brand Concentrated Kerosene Emulsion." U. S. v. The James A. Blanchard Company. Plea of guilty. Fine, \$20. (L. & F. No. 45. Dom. No. 5652.)

On February 2, 1914, the United States attorney for the Eastern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against The James A. Blanchard Co., a corporation, New York, N. Y., alleging the shipment by said defendant, on March 1, 1911, of a quantity of an article designated "Lion Brand Concentrated Kerosene Emulsion," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in packages, each labeled in part as follows: "Lion Brand Concentrated Kerosene Emulsion. Directions. The strength to be used varies according to the purpose desired. For very tender plants, to One Part Lion Brand Kerosene Emulsion add Thirty to Fifty Parts Water; stir thoroughly and apply. This strength will kill plant lice (Aphids) in almost every instance if applied thoroughly as a spray. On all fruit trees and most vegetables it can be applied much stronger. One part of this Emulsion to ten parts water make a very strong wash, and can be used with safety on the more hardy plants, if applied in a well diffused and light spray. This strength will always kill plant lice and many of the scale insects. \* \* \* Will kill Suctorial Insects, which take their food through a proboscis which they insert into the leaves or bark, as for example: Plant lice, bark lice, and all the true bugs, as tree bugs, squash bugs, etc. \* \* \* Guaranteed under the Insec-



ticide Act of 1910. Manufactured by The James A. Blanchard Co., The largest manufacturers of Insecticides in the U. S. New York."

Misbranding of the article was alleged in the information in that it was an insecticide, (1) and that the labels on the packages bore statements regarding the article which were false and misleading, (2) and that the article was labeled so as to deceive and mislead the purchaser in this: That statements on the labels represented that a mixture of 1 part of the article and 30 to 50 parts of water, stirred thoroughly, and applied as a spray, would kill plant lice (Aphids) in almost every instance; and in this, that statements on the labels represented that a mixture of 1 part of the article and 10 parts of water, applied in a well diffused spray, would always kill plant lice and many of the scale insects, and suctorial insects that take their food through a proboscis, as for example, plant lice, bark lice, and all true bugs, such as tree bugs and squash bugs, whereas the said mixture, so applied, would not always kill plant lice, many of the scale insects, and suctorial insects which take their food through a proboscis, as for example, plant lice, bark lice, and all true bugs, such as tree bugs and squash bugs.

On June 12, 1914, an order was entered overruling a demurrer filed by the defendant, and on October 22, 1915, a plea of not guilty previously entered was withdrawn and a plea of guilty was entered, and the court imposed a fine of \$20.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *May 1, 1917.*

**227. Misbranding of "Lion Brand Whale Oil Soap."** U. S. v. The James A. Blanchard Company. Plea of guilty. Fine, \$20. (I. & F. Nos. 60, 61. Dom. Nos. 5651, 659.)

On January 10, 1914, the United States attorney for the Eastern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information, in two counts, against The James A. Blanchard Co., a corporation, New York, N. Y., alleging the shipment by the said defendant, from the State of New York into the State of Colorado, on March 1, 1911, in the first count, and into the State of California, on May 22, 1911, in the second count, of quantities of an insecticide designated "Lion Brand Whale Oil Soap," which were misbranded within the meaning of the Insecticide Act of 1910.

It was alleged further in the information that the article in each shipment was misbranded in that it was an insecticide, and that it consisted partially of an inert substance, to wit, water, which does not prevent, destroy, repel, or mitigate insects, and neither the name and percentage amount of the said inert ingredient nor the names and percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of inert ingredients present, were stated on the labels of the packages containing the article.

On June 12, 1914, an order was entered overruling a demurrer filed by the defendant, the first count of the information was later dismissed; and on October 22, 1915, a plea of not guilty previously entered was withdrawn and a plea of guilty was entered to the second count of the information, and the court imposed a fine of \$20.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *May 1, 1917.*

**228. Misbranding of "Soluble Fir Tree Oil Insecticide."** U. S. v. The James A. Blanchard Company. Plea of guilty. Fine, \$20. (I. & F. No. 173. Dom. No. 6959.)

On December 20, 1913, the United States attorney for the Eastern District of New York, acting upon a report by the Secretary of Agriculture, filed, in the United States District Court for said district, an information against The James A. Blanchard Co., a corporation, New York, N. Y., alleging the shipment by said defendant, on January 16, 1912, from the State of New York into the State of Ohio, of a quantity of an insecticide, designated "Soluble Fir Tree Oil Insecticide," which was adul-

terated and misbranded within the meaning of the Insecticide Act of 1910. The article was contained in packages, each labeled in part as follows: "Soluble Fir Tree Oil Insecticide. \* \* \* For destroying all kinds of insects and parasites which infest plants whether at the roots or on the foliage, such as Green and Black Fly, Mealy Bug, Thrip, Red Spider, Brown and White Scale, American Blight, Wooly Aphis, Ants, Grubs, Worms, Wood Lice. Directions. \* \* \* for green and black fly, thrip, American blight, wooly aphid, etc.—Half a pint of the Fir Tree Oil in two or four gallons of water, or two or three tablespoonfuls to the pint. For mealy bug, brown and white scale—Half a pint of the Fir Tree Oil to two gallons of water."

It was alleged in the information that the insecticide was misbranded in that the package and label bore the statement, "For destroying all kinds of insects and parasites which infest plants whether at the roots or on the foliage, such as Green and Black Fly, Mealy Bug, Thrip, Red Spider, Brown and White Scale, American Blight, Wooly Aphis, Ants, Grubs, Worms, Wood Lice", which statement was false and misleading, and was calculated to deceive and mislead the purchaser into the belief that the article would destroy all kinds of insects and parasites which infest plants whether at the roots or on the foliage, such as green and black fly, mealy bug, thrip, red spider, brown and white scale, American blight, woolly aphid, ants, grubs, worms, and wood lice, whereas the article would not destroy all of said insects or parasites. Misbranding of the insecticide was alleged further in that it consisted partially of an inert substance, to wit, water, which does not prevent, destroy, repel, or mitigate insects, and the name and percentage amount of said inert ingredient were not stated on the label, nor in lieu of the name and percentage amount of said inert ingredient, were the names and percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of said inert ingredient, stated on the label.

On June 12, 1914, an order was entered overruling a demurrer filed by the defendant, and on October 22, 1915, a plea of not guilty previously entered was withdrawn and a plea of guilty entered to the information, and the court imposed a fine of \$20.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

**229. Adulteration and misbranding of "Lion Brand Arsenate of Lead". U. S. v. The James A. Blanchard Company. Plea of guilty. Fine, \$20. (I. & F. No. 274. Dom. No. 7565.)**

On December 31, 1914, the United States attorney for the Eastern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against The James A. Blanchard Co., a corporation, New York, N. Y., alleging the shipment by said defendant, on March 24, 1913, from the State of New York into the State of Georgia, of a quantity of an article designated "Lion Brand Arsenate of Lead," which was adulterated and misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 20 cans, each labeled in part as follows: "Lion Brand Arsenate of Lead \* \* \* As it leaves our factory is guaranteed to test 50 to 55 per cent. Arsenate of Lead, 12½ to 15 per cent.  $As_2O_5$ . \* \* \* Guaranteed under the Insecticide Act of 1910 by The James A. Blanchard Company, New York, N. Y., and St. Joseph, Mich."

Adulteration of the article was alleged in the information in that it was lead arsenate and contained total arsenic equivalent to less than 12½ per cent of arsenic oxide ( $As_2O_5$ ). Adulteration of the article was alleged further in that it was lead arsenate, and substances, to wit, soluble salts, had been mixed and packed with it so as to reduce, lower, and injuriously affect quality and strength.

Misbranding of the article was alleged in the information in that it was lead arsenate, (1) and that the label bore statements regarding the article and the ingredients therein which were false and misleading, (2) and that the article was labeled and



branded so as to deceive and mislead the purchaser: in this, that the statements, "Lion Brand Arsenate of Lead", and "As it leaves our factory is guaranteed to test 50 to 55 per cent. Arsenate of Lead,  $12\frac{1}{2}$  to 15 per cent.  $\text{As}_2\text{O}_5$ ," represented that the article was pure lead arsenate and that it contained arsenate of lead in a proportion of 50 to 55 per cent, and arsenic oxid ( $\text{As}_2\text{O}_5$ ) in a proportion of  $12\frac{1}{2}$  to 15 per cent, whereas the article was not pure lead arsenate, but consisted of a mixture of lead arsenate and soluble salts, and the article contained arsenate of lead in a proportion less than 50 per cent, and arsenic oxid ( $\text{As}_2\text{O}_5$ ) in a proportion less than  $12\frac{1}{2}$  per cent.

On June 12, 1914, an order was entered overruling a demurrer filed by the defendant, and on October 22, 1915, a plea of not guilty previously entered was withdrawn and a plea of guilty was entered, and the court imposed a fine of \$20.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

**230. Adulteration and misbranding of "Cresol". U. S. v. Alfred E. Peck (Cresol Chemical Company). Plea of guilty. Fine, \$25. (I. & F. Nos. 79, 98. Dom. Nos. 6759, 6760.)**

At the February term, 1914, of the District Court of the United States for the Eastern District of New York, the United States attorney, acting upon reports by the Secretary of Agriculture, filed in the said court two informations against Alfred E. Peck, New York, N. Y., doing business under the name of Cresol Chemical Co., alleging the shipment by said defendant, on February 9, 1912, from the State of New York into the District of Columbia, of quantities of an article designated "Cresol," in violation of the Insecticide Act of 1910.

It was alleged in each of the informations that the article was adulterated in that it was an insecticide, and that certain substances, to wit, water, soap, and coal-tar hydrocarbons, had been substituted in part for the article, to wit, cresol. Misbranding of the article was alleged in each of the informations in that it was an insecticide other than Paris greens and lead arsenates, and consisted partially of an inert substance, to wit, water, which does not prevent, destroy, repel, or mitigate insects, and neither the name and percentage amount of the said inert ingredient, nor the names and percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredient, were stated on the label.

It was alleged in one of the informations that the article was misbranded in that it was an insecticide, and the label bore statements regarding the same which were false and misleading; in this, that the label bore the statements, "Costs only five cents per gallon and is absolutely harmless for inexperienced persons to use, as Cresol is nonpoisonous. \* \* \* Manufactured only by the Cresol Chemical Co., Borough of Brooklyn, New York City, U. S. A. \* \* \* To purify the air and destroy all germs, place Cresol in flat dish diluted one to ten. \* \* \* Cloths hung about the sick room wrung out of a mixture of Cresol one to fifty parts water will purify the air, and kill all germs or parasites of contagious diseases;" whereas the article was not absolutely harmless for inexperienced persons to use, and was not nonpoisonous; the article was not manufactured by the Cresol Chemical Co., but was a product of foreign manufacture and was imported and sold to the Cresol Chemical Co. by another company of New York City; and the article, when used in the dilution and in the method and manner directed, would not purify the air and kill all germs.

It was alleged in the other information that the article was misbranded in that it was an insecticide, and the label bore statements regarding the same which were false and misleading; in this, that the label bore the statement, "Cresol" and "Cresol is nonpoisonous", whereas the article was not cresol, but a mixture of cresol, water, soap, and coal-tar hydrocarbons, and the article was not nonpoisonous. Misbranding of the article was alleged in this information in that it was an insecticide, and was an imitation of, and sold under the distinctive name of another article, to wit, cresol,



whereas the article was not cresol, but was an imitation of cresol, consisting of a mixture of cresol, water, soap, and coal-tar hydrocarbons, and was sold under the name of cresol.

The two informations were consolidated, and on February 5, 1916, pleas of not guilty previously entered having been withdrawn and pleas of guilty having been entered to both informations, the court imposed a fine of \$25 covering the combined cases.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

**231. Misbranding of "White Tar Preserving Camphor Compound." U. S. v. The White Tar Company. Plea of guilty. Fine, \$15.** (I. & F. No. 262. Dom. No. 7903.)

On May 27, 1915, the United States attorney for the Eastern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the White Tar Co., a corporation, New York, N. Y., alleging the shipment by said defendant, on March 3, 1913, from the State of New York, into the District of Columbia, of a quantity of an article designated "White Tar Preserving Camphor Compound", which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 36 packages, each labeled in part as follows: "White Tar Preserving Camphor Compound. The best moth destroyer and disinfectant. This substance presents in a concentrated form, all the insecticide and antiseptic properties of coal tar from which it is prepared with gum camphor. \* \* \* Prepared by The White Tar Company, New York."

Misbranding of the article was alleged in the information in that it was an insecticide, and that it was labeled and branded so as to deceive and mislead the purchaser thereof into the belief that the article was the best disinfectant, whereas the article was not the best disinfectant. Misbranding of the article was alleged further in that it was labeled and branded so as to deceive and mislead the purchaser into the belief that the article presented in a concentrated form all of the insecticidal and antiseptic properties of coal tar, whereas the article did not present in a concentrated form all of the insecticidal and antiseptic properties of coal tar.

On July 13, 1915, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$15.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

**232. Misbranding of "Aphiscide." U. S. v. Portland Seed Company. Plea of guilty. Fine, \$10.** (I. & F. No. 314. Dom. Nos. 7749 and 8757.)

On October 4, 1915, the United States attorney for the District of Oregon, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information, in two counts, against the Portland Seed Co., a corporation, Portland, Oreg., alleging the shipment by said defendant, on or about June 30, 1914, and on or about April 11, 1913, from the State of Oregon, into the State of Washington, of quantities of an article designated "Aphiscide", which were misbranded within the meaning of the Insecticide Act of 1910. The article was contained in cans, each labeled in part as follows: "Aphiscide \* \* \* Kills Aphis, Green Fly, Thrip and Kindred Pests \* \* \* Gallon 60¢ \* \* \* Portland Seed Co., Portland, Oreg."

Misbranding of the article in each shipment was alleged in that it was an insecticide, and that the labels of the cans containing the article bore statements regarding the article which were false and misleading, as follows; in that the statement, "Kills Aphis, Green Fly, Thrip and Kindred Pests," conveyed the meaning and impression that the article would be effective against all plant pests kindred to aphids, green fly,

and thrip, whereas it would not be effective against all plant pests kindred to aphid, green fly, and thrip; and in that the statement, "Gallon 60¢," by reason of the apparent and comparative size of the packages, conveyed the meaning and impression that each of the cans contained one gallon of the article, whereas each of the cans contained less than one gallon of the article. Misbranding was alleged further in that the article was an insecticide, and that it was labeled and branded so as to deceive and mislead the purchaser thereof, as follows: in that the statement, borne on the labels, "Kills Aphid, Green Fly, Thrip and Kindred Pests," was calculated to deceive and mislead the purchaser into the belief that the article would be effective against all plant pests kindred to aphid, green fly, and thrip, whereas it would not be effective against all plant pests kindred to aphid, green fly, and thrip; and in that the statement borne on the labels of the cans, "Gallon 60¢," was, by reason of the apparent and comparative size of the packages, calculated to deceive and mislead the purchaser into the belief that each of the cans contained 1 gallon of the article, whereas each of the cans contained less than 1 gallon thereof. Misbranding of the article in each shipment was alleged further in that the article was an insecticide, and that it was in package form, and the contents were stated in terms of measure but they were not plainly and correctly stated on the outside of the package, in this, that the statement, "Gallon 60¢," borne on the labels on the outside of the packages containing the article, by reason of the apparent and comparative size of the packages, purported and operated to state that the contents of each of the packages were one gallon of the article, whereas the contents of each of the packages were not 1 gallon of the article, but were less than 1 gallon thereof.

On February 21, 1916, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$10.

CARL VROOMAN, *Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

**233. Adulteration and misbranding of "Sinclair's Chieftain Brand High Test Chlorinated Lime." U. S. v. Fifteen cases of Sinclair's Chieftain Brand High Test Chlorinated Lime. Consent decree of condemnation and forfeiture. Product ordered released on bond. (I. & F. No. 343. S. No. 23. Dom. No. 10100.)**

On July 23, 1915, the United States attorney for the Northern District of Iowa, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and condemnation of 15 cases, more or less, of an article designated "Sinclair's Chieftain Brand High Test Chlorinated Lime," remaining unsold in the original unbroken packages at Cedar Rapids, Iowa. It was alleged in the libel that the article had been shipped and transported in interstate commerce on or about July 12, 1915, from the State of Ohio into the State of Iowa, and was adulterated and misbranded within the meaning of the Insecticide Act of 1910. The article was labeled in part as follows: "Sinclair's Chieftain Brand High Test Chlorinated Lime. 12 ounces net weight \* \* \* Active ingredient, available chlorine 30%, Inert ingredients 70% \* \* \* The Sinclair Mfg. Co., Toledo."

Adulteration of the article was alleged in the libel in that it was an insecticide and fungicide, and that its strength and purity fell below the professed standard and quality under which it was sold: in this, that the statement, "Active ingredient, available chlorine 30%. Inert ingredients 70%," borne on the labels, purported and professed to state that the article was of the strength and purity of containing and consisting of available chlorine in the proportion of 30 per cent thereof, and inert ingredients in the proportion of 70 per cent thereof, said available chlorine being a substance having insecticidal and fungicidal properties, and said inert ingredients being substances which do not prevent, destroy, repel, or mitigate insects or fungi; whereas the article contained and consisted of available chlorine in a proportion less than 30 per cent thereof, and contained and consisted of inert ingredients in a proportion greater than 70 per cent thereof.



Misbranding was alleged in the libel in that the article was an insecticide and fungicide, and that the packages and labels bore statements regarding the article which were false and misleading: (1) In that the statement, "12 ounces net weight," borne on the labels, conveyed the meaning and impression that each of the packages contained 12 ounces net weight of the article, whereas each of the packages contained less than 12 ounces net weight thereof; (2) and in that the statement, "Active ingredient, available chlorine 30%. Inert ingredients 70%," borne on the labels, conveyed the meaning and impression that the article contained available chlorine in the proportion of 30 per cent thereof, and inert ingredients in the proportion of 70 per cent thereof, whereas the article contained available chlorine in a proportion less than 30 per cent thereof, and inert ingredients in a proportion greater than 70 per cent thereof. Misbranding was alleged further in that the article was an insecticide and fungicide, and that it was labeled and branded so as to deceive and mislead the purchaser: (1) In that the statement "12 ounces net weight," borne on the labels, was calculated to deceive and mislead the purchaser into the belief that each of the packages contained 12 ounces net weight of the article, whereas each of the packages contained less than 12 ounces of the article; (2) and in that the statement, "Active ingredient, available chlorine 30%. Inert Ingredients 70%," borne on the labels, was calculated to deceive and mislead the purchaser into the belief that the article contained available chlorine in the proportion of 30 per cent thereof, and inert ingredients in the proportion of 70 per cent thereof, whereas, the article contained available chlorine in a proportion less than 30 per cent, and inert ingredients in a proportion greater than 70 per cent thereof.

On October 9, 1915, the Sinclair Manufacturing Co., having filed an answer to the libel as claimant of the product, and having consented to a decree of condemnation and forfeiture, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product should be released to said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$250, in conformity with section 10 of the act.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

**234. Adulteration and misbranding of "Arsenate of Lead, Paste Form".** Adulteration and misbranding of "Arsenate of Lead". U. S. v. Devoe & Reynolds Company. Plea of guilty. Fine, \$25 and costs. (I. & F. Nos. 146, 150, 175, 176. Dom. Nos. 6974, 7001, 7023, 7506.)

The United States attorney for the Northern District of Illinois, acting upon reports by the Secretary of Agriculture, filed in the District Court of the United States for said district four informations against Devoe & Reynolds Co., a corporation, Chicago, Ill., alleging violations of the Insecticide Act of 1910, as follows:

On January 30, 1915, an information was filed alleging the shipment by said defendant, on April 12, 1912, from the State of Illinois into the State of Nebraska, of a quantity of an article designated "Arsenate of Lead, Paste Form", which was adulterated and misbranded within the meaning of the act. The article was contained in 60 jars, each labeled in part as follows: "Arsenate of Lead, Paste Form. 5 Pounds. Made by Devoe and Reynolds Co. New York, Chicago, Kansas City. \* \* \* Analysis: Arsenic Oxide 15.0%, Lead Oxide 31.0%, Soluble Salts 4.0%, Water 50.0%. Guaranteed in paste form to contain not more than 50% water \* \* \*."

Adulteration of the article was alleged in the information in that it was lead arsenate, (1) and that it contained more than 50 per cent of water, which resulting mixture of extra water and lead arsenate was not stated on the label as lead arsenate and water, nor was the percentage of extra water present in the article stated on the label; (2) and that it contained arsenic in water-soluble forms, which said arsenic in water-soluble forms contained in the article was equivalent to more than  $\frac{7}{10}$  per cent of arsenic oxide ( $As_2O_3$ ); (3) and that the quality and strength of the article had been

reduced, lowered and injuriously affected in this, that other substances, to wit, water and soluble salts, had been mixed and packed with the article.

Misbranding of the article was alleged in the information in that it was lead arsenate, (1) and that it contained total arsenic equivalent to less than  $12\frac{1}{2}$  per cent of arsenic oxide ( $As_2O_3$ ); (2) and that the statement on the label, "Arsenate of Lead, Paste Form. 5 Pounds. \* \* \* Water 50.0%." Guaranteed in paste form to contain not more than 50% water," deceived and misled the purchaser in that it purported to state that the jars contained 5 pounds of the article computed on the basis that it contained 50 per cent water, whereas, the jars contained much less than 5 pounds of the article computed on the basis that it contained 50 per cent water; (3) and that the statement on the label, "Arsenate of Lead \* \* \* Analysis: \* \* \* Water 50.0%." Guaranteed in paste form to contain not more than 50% water," deceived and misled the purchaser in that it purported to state that the article contained not more than 50 per cent of water, whereas the article contained more than 50 per cent of water; (4) and that the statement on the label, "Arsenate of Lead. \* \* \* Analysis: Arsenic Oxid 15.0%" misled and deceived the purchaser in that it purported to state that the article contained 15 per cent of arsenic oxide, whereas the article contained much less than 15 per cent of arsenic oxide; (5) and that the statement on the label, to wit, "Arsenate of Lead. \* \* \* Analysis: Lead Oxide 31.0%," misled and deceived the purchaser in that it purported to state that the article contained 31 per cent of lead oxide, whereas the article contained much less than 31 per cent of lead oxide; (6) and that the statement on the label, "Arsenate of Lead. Paste Form," misled and deceived the purchaser in that it purported to state that the article was arsenate of lead, paste form, whereas the article was not arsenate of lead, paste form, but was a mixture of lead arsenate paste and other substances, to wit, water and soluble salts; (7) and in that the statement on the label, "Arsenate of Lead, Paste Form. 5 Pounds. \* \* \* Analysis: \* \* \* Water 50.0%." Guaranteed in paste form to contain not more than 50% water," purported to state, plainly and correctly in terms of weight on the outside of the package, the contents of the package containing the article to be 5 pounds of the article, computed on the basis that the article contained 50 per cent of water, whereas the contents of the package containing the article were not stated plainly and correctly in terms of weight on the outside of the package, in this, that the package did not contain 5 pounds of the article computed on the basis that it contained 50 per cent of water.

On January 30, 1915, an information was filed alleging the shipment by said defendant, on April 30, 1912, from the State of Illinois into the State of Utah, of a quantity of an article designated "Arsenate of Lead, Paste Form," which was adulterated and misbranded within the meaning of the act. The article was contained in 100 jars, each labeled in part as follows: "Arsenate of Lead, Paste Form. 1 Pound. Made by Devoe & Reynolds Co. New York, Chicago, Kansas City. Analysis: Arsenic oxide 15.0%, lead oxide 31.0%, Soluble Salts 4.0%, Water 50.0%." Guaranteed in paste form to contain not more than 50% water. \* \* \* ."

Adulteration of the article was alleged in the information in that it was lead arsenate and contained arsenic in water-soluble forms equivalent to more than  $\frac{7.5}{100}$  per cent of arsenic oxide ( $As_2O_3$ ).

Misbranding of the article was alleged in the information in that the article was lead arsenate, (1) and that the statement on the label, "Arsenate of Lead, Paste Form," was false and misleading, in this, that it purported to state that the article was arsenate of lead in paste form, whereas it was not arsenate of lead in paste form, but was a mixture of lead arsenate paste and other substances, to wit, soluble salts; (2) and that the quality and strength of the article had been reduced, lowered, and injuriously affected, in this, that other substances, to wit, soluble salts, had been mixed and packed with the article; (3) and in that the statement on the label, "Arsenate of Lead, Paste Form," deceived and misled in that it purported to state that the article was arsenate of lead



in paste form, whereas it was not arsenate of lead in paste form, but was a mixture of lead arsenate paste and other substances, to wit, soluble salts.

On January 30, 1915, an information was filed alleging the shipment by said defendant, on May 14, 1912, from the State of Illinois into the State of Ohio, of a quantity of an article called "Arsenate of Lead, Paste Form," which was adulterated and misbranded within the meaning of the act. The article was contained in 40 jars labeled in part as follows: "Arsenate of Lead, Paste Form. 5 pounds. Made by Devoe & Reynolds Co. Chicago, New York, Kansas City. \* \* \* Analysis. Arsenic oxide 14.0%, Lead Oxide 31.0%, soluble salts 5.0%, water 50.0%. Guaranteed in paste form, to contain not more than 50% water. \* \* \*."

Adulteration of the article was alleged in the information in that it was lead arsenate, (1) and that it contained more than 50 per cent of water, which resulting mixture of extra water and lead arsenate was not stated on the label as lead arsenate and water, nor was the percentage of extra water present in the article stated on the label; (2) and that it contained total arsenic equivalent to less than  $12\frac{1}{2}$  per cent of arsenic oxide ( $As_2O_5$ ); (3) and that the quality and strength of the article was reduced, lowered and injuriously affected in that other substances, to wit, water and soluble salts, had been mixed with the article.

Misbranding of the article was alleged in the information in that it was lead arsenate (1) and that the statements, "Analysis. \* \* \* water 50.0%," and "Guaranteed in paste form, to contain not more than 50% water," deceived and misled, in this, that they purported to state that the article contained 50 per cent of water, whereas the article contained more than 50 per cent of water; (2) and that the statement on the label, "Analysis. Arsenic oxide 14.0%" deceived and misled, in this, that it purported to state that the article contained 14 per cent of arsenic oxide, whereas the article did not contain 14 per cent of arsenic oxide, but a much less amount; (3) and that the statement on the label, "Analysis. \* \* \* Lead oxide 31.0%" deceived and misled in this, that it purported to state that the article contained 31 per cent of lead oxide, whereas the article did not contain 31 per cent of lead oxide, but a much less amount; (4) and that the statements on the label, "Paste Form. 5 pounds," and "water 50.0%," deceived and misled in this, that the statements purported to state that each of the jars contained 5 pounds net weight of the article on a 50 per cent water basis, whereas each of the jars did not contain 5 pounds of lead arsenate on a 50 per cent water basis, but a much less amount; (5) and that the statements on the label, "Paste Form. 5 pounds." and "water 50.0%," deceived and misled, in this, that they purported to state, plainly and correctly, the contents of each of the packages containing the article in terms of weight on the outside of the packages, whereas the statements did not state, plainly and correctly, the contents of each of the packages containing the article in terms of weight on the outside of the packages.

On February 6, 1915, an information was filed alleging the shipment by said defendant, on March 18, 1912, from the State of Illinois, into the State of Colorado, of a quantity of an article designated "Arsenate of Lead," which was adulterated and misbranded within the meaning of the act. The article was contained in 100 cans, each labeled in part as follows: "This package does not contain dried out arsenate of lead. It does contain the proper chemicals in powdered form, which, when stirred into water, will produce a precipitate of 2 pounds of arsenate of lead. (This precipitate is calculated on a dry basis and is equal to 4 pounds of pulp arsenate of lead, which is only half arsenate of lead, the other half being water) \* \* \* Manufactured solely by Devoe & Reynolds Co. New York, Chicago, Kansas City \* \* \* This package contains dry chemicals which will analyze: 65% Binasenate of Soda 30%, Nitrate of Lead 70% with sufficient glutinant to secure adhesion of the arsenate of lead to the foliage. \* \* \* Analysis of Dry Arsenate of Lead: Arsenic oxide 29.00%, lead oxide 71.00%=100.00%. Arsenate of lead Poison Antidote. \* \* \*"



Adulteration of the article was alleged in the information in that it was an insecticide, (1) and that the statement on the label, "2 pounds of arsenate of lead," purported to state that the article was arsenate of lead, whereas the strength and purity of the article fell below the professed standard and quality under which it was sold, in this, that the article was not arsenate of lead but was a mixture of about 33 per cent lead nitrate, 32 per cent lead acetate, 32 per cent sodium arsenate, and 3 per cent corn starch; (2) and that the statement on the label, "2 pounds of arsenate of lead," purported to state that the article was arsenate of lead, whereas it was not arsenate of lead but consisted of other substances, to wit, lead arsenate, lead acetate, sodium arsenate, and corn starch, which substances had been substituted wholly for arsenate of lead.

Misbranding of the article was alleged in the information: in that it was an insecticide, (1) and that the statement on the label, "Arsenate of Lead," purported to state that the article was arsenate of lead, whereas it was not arsenate of lead but was a mixture of other substances, to wit, about 33 per cent lead nitrate, 32 per cent lead acetate, 32 per cent sodium arsenate, and 3 per cent corn starch, in imitation of and offered for sale under the name of another article, to wit, arsenate of lead; (2) and that the statement, "This package does not contain dried out arsenate of lead. It does contain the proper chemicals in powdered form, which, when stirred into water, will produce a precipitate of 2 pounds of arsenate of lead," deceived and misled the purchaser in this, that the statement, "2 pounds of arsenate of lead," appearing on the label in large and conspicuous type, and on the most prominent part of the label, and the words "This package does not contain dried out arsenate of lead. It does contain the proper chemicals in powdered form, which, when stirred into water will produce a precipitate of," appearing on the label in small and inconspicuous type, purported to state that the article was arsenate of lead, whereas it was not arsenate of lead, but was a mixture of other substances, to wit, 33 per cent of lead nitrate, 32 per cent of lead acetate, 32 per cent of sodium arsenate, and 3 per cent of corn starch, in imitation of and offered for sale under the name of another article, arsenate of lead; (3) and that the statement, "Analysis of Dry Arsenate of Lead: Arsenate oxide 29.00%, lead oxide 71.00% = 100.00%," deceived and misled in that it purported to state that the article was arsenate of lead, whereas it was not arsenate of lead but was a mixture of other substances, to wit, 33 per cent of lead nitrate, 32 per cent of lead acetate, 32 per cent of sodium arsenate, and 3 per cent of corn starch, in imitation of and offered for sale under the name of another article, arsenate of lead; (4) and that the statement on the label, "Arsenate of lead Poison Antidote \* \* \*," deceived and misled, in this, that it purported to state that the article was lead arsenate, whereas it was not lead arsenate, but was a mixture of other substances, 33 per cent of lead nitrate, 32 per cent of lead acetate, 32 per cent of sodium arsenate, and 3 per cent of corn starch, in imitation of and offered for sale under the name of another article, arsenate of lead; (5) and that the statement on the label, "This package contains dry chemicals which will analyze: 65% Binarsenate of Soda 30%, Nitrate of Lead 70%," deceived and misled in this, that it purported to state that the article consisted of 65 per cent binarsenate of soda, 30 per cent and nitrate of lead 70 per cent, whereas the article did not contain 65 per cent binarsenate of soda 30 per cent and nitrate of lead 70 per cent, but consisted of a mixture of about 33 per cent of lead nitrate, 32 per cent lead acetate, 32 per cent sodium arsenate, and 3 per cent corn starch; (6) and that it contained arsenic and was an insecticide other than Paris greens and lead arsenates, and the label did not state the total amount of arsenic present in the article (expressed as per centum of metallic arsenic); (7) and that the article contained arsenic in water-soluble forms and was an insecticide other than lead arsenates and Paris greens, and the label did not state the total amount of arsenic present (expressed as per centum of metallic arsenic); (8) and that the article consisted partially of inert ingredients and was an insecticide other than Paris greens

and lead arsenates, and the label did not state the name and percentage amounts of each and every one of the said inert ingredients, which ingredients do not prevent, destroy, repel, or mitigate insects, nor in lieu of the name and percentage amount of each and every inert ingredient present in the article, the name and percentage amount of each and every ingredient having insecticidal properties, and the total percentage of inert ingredients present.

On July 14, 1915, the defendant entered pleas of not guilty to the several informations. On October 23, 1915, an order consolidating the four cases was entered. the defendant company entered a plea of guilty, and the court imposed a fine of \$25 and costs in the consolidated case.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

235. Adulteration and misbranding of "Stearns' Electric Rat and Roach Paste." U. S. v. Stearns' Electric Paste Co. Plea of guilty. Fine, \$25 and costs. (I. & F. No. 53. Dom. No. 5760.)

On May 21, 1914, the United States attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Stearns' Electric Paste Co., a corporation, Chicago, Ill., alleging the shipment by said defendant, on May 22, 1911, from the State of Illinois into the State of Indiana, of a quantity of an article designated "Stearns' Electric Rat and Roach Paste," which was adulterated and misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 1.440 packages, each labeled in part as follows: "Stearns' Electric Rat and Roach Paste. \* \* \* Stearns Electric Paste Co., Chicago, Ill. \* \* \* Guaranteed by Stearns' Electric Paste Co. under the Insecticide Act of 1910, Serial No. 30, Contains 3% Phosphorus. \* \* \*"

Adulteration of the article was alleged in the information in that it was an insecticide, and that the labels on the packages purported to state that the article contained not less than 3 per cent of phosphorus, whereas the strength and purity of the article fell below the professed standard of quality under which it was sold in that the article did not contain 3 per cent phosphorus, but contained a much less amount thereof.

Misbranding of the article was alleged in the information in that it was an insecticide, and (1) in that the label was false and misleading, and (2) in that it deceived and misled the purchaser in this, that the label purported to state that the article contained not less than 3 per cent of phosphorus, whereas the article did not contain 3 per cent of phosphorus, but contained a much less amount.

Misbranding of the article was alleged further in that the names and percentage amounts of each and every one of the inert ingredients were not plainly and correctly stated on the label, nor in lieu thereof were the correct names and percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of inert ingredients present, stated plainly on the label.

On January 26, 1916, the defendant entered a plea of guilty to the information, and on February 11, 1916, the court imposed a fine of \$25 and costs.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

236. Adulteration and misbranding of "A. & M. Superior Lice & Mite Insect Powder." Adulteration and misbranding of "A. & M. Lice Killer." U. S. v. F. S. Burch & Company. Plea of guilty. Fine, \$25 and costs. (I. & F. Nos. 149, 166. Dom. Nos. 6883, 6880.)

On January 30, 1915, the United States attorney for the Northern District of Illinois, acting upon reports by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against F. S. Burch & Co., a corporation, Chicago, Ill., alleging the shipment by said defendant, on March 9, 1912, from the State of Illinois into the State of California, of a quantity of an article designated



"A & M Superior Lice & Mite Insect Powder," and a quantity of an article designated "A & M Lice Killer," which were adulterated and misbranded within the meaning of the Insecticide Act of 1910.

The article designated "A & M Superior Lice & Mite Insect Powder" was contained in 480 packages, each labeled in part as follows: "A & M Superior Lice & Mite Insect Powder. Kills Fleas, Ticks, Lice, Mites, and All Insect Life. Entirely Harmless to All Animals and Plant Life. Stands at the head of all insect powders. Absolutely effective for all purposes. Manufactured exclusively for Aggeler & Musser, Los Angeles, Calif. \* \* \* Guaranteed by Aggeler & Musser Seed Co. under Insecticide Act, 1910. Serial No. 470. \* \* \* Contains Hydrocarbons 10%, Sulphur 25%, Tobacco Dust 15%, Inert Material 50%." Adulteration of the article was alleged in the information in that it was an insecticide, and that the strength and purity of the article fell below the professed standard or quality under which it was sold in this, that the label purported to state that the article was an insect powder composed of ingredients normally present in insect powders, to wit, ground flower heads of certain species of pyrethrum, whereas the article was not an insect powder composed of ground flower heads of certain species of pyrethrum, but was composed of substances other than ground flower heads of certain species of pyrethrum; and that the label purported to state that the article contained not less than 25 per cent sulphur, whereas the article contained a much less amount of sulphur. Adulteration of the article was alleged further in that it was an insecticide, and that the label purported to state that the article was insect powder, whereas the article was not an insect powder composed of ground flower heads of certain species of pyrethrum, but was composed of other substances, to wit, sulphur, naphthalene, tobacco, and air-slaked dolomitic lime, which substances had been substituted wholly for insect powder. Misbranding of the article was alleged in that it was an insecticide, and the statement on the label, "A & M Superior Lice & Mite Powder," purported to state that the article was composed of ingredients normally present in insect powders, to wit, ground flower heads of certain species of pyrethrum, whereas the article was an imitation of and offered for sale under the name of another article, in this; that it was not an insect powder composed of ground flower heads of certain species of pyrethrum but was composed of substances other than ground flower heads of certain species of pyrethrum. Misbranding of the article was alleged further in that it was an insecticide; and that the statement on the label, "A & M Superior Lice & Mite Insect Powder," deceived and misled the purchaser into the belief that the article was an insect powder composed of the ground flower heads of certain species of pyrethrum, whereas the article was composed of substances other than ground flower heads of certain species of pyrethrum, to wit, sulphur, naphthalene, tobacco, and air-slaked dolomitic lime; and in that the statements on the label, "A & M Superior Lice & Mite Insect Powder. Kills Fleas, Ticks, Lice, Mites, and All Insect Life," and "Absolutely effective for all purposes," deceived and misled the purchaser into the belief that the article would kill all forms of insect life and was absolutely effective for all purposes, whereas the article would not kill all forms of insect life and was not absolutely effective for all purposes. Misbranding of the article was alleged further in that it was an insecticide, and that the statement on the label, "Stands at the head of all insect powders," deceived and misled the purchaser into the belief that the article was superior to and stood at the head of all insect powders, whereas the article was not superior to and did not stand at the head of all insect powders. Misbranding of the article was alleged further in that it was an insecticide, and that the label did not state the name and percentage amount of the inert ingredient contained in the article, which ingredient does not prevent, destroy, repel, or mitigate insects or fungi, nor in lieu of the name and percentage amount of the inert ingredient, the name and percentage amount of each and every ingredient of the article having insecticidal properties and the total percentage of inert ingredients present in the article.

The article designated "A & M Lice Killer" was contained in 20 packages each labeled in part as follows: "A & M Lice Killer \* \* \* Perfectly Safe to Use; \* \* \*. Quickly applied and absolutely certain to kill every species of parasite that prey upon poultry and live stock. \* \* \* Contains Phenol 12.00%, Cresylic Acid 3.13%. Coal Tar Oils and other Hydrocarbons 84.87%."

Adulteration of the article was alleged in the information in that it was an insecticide, and that the strength and purity of the article fell below the professed standard or quality under which it was sold in this, that the label purported to state that the article contained not less than 12 per cent of phenol and not less than 3.13 per cent of cresylic acid, whereas the article did not contain 12 per cent of phenol and 3.13 per cent of cresylic acid, but contained much less amounts of phenol and cresylic acid. Adulteration of the article was alleged further in that it was an insecticide, and that the label purported to state that the article contained not less than 12 per cent of phenol and not less than 3.13 per cent of cresylic acid, whereas, it contained much less amounts of phenol and cresylic acid, and that a substance, to wit, hydrocarbons, had been substituted in part for the phenol and cresylic acid. Misbranding of the article was alleged for the reason that it was an insecticide, and that the label was false and misleading: (1) in this, that the label bore the statement "Perfectly Safe to Use," whereas the article, when used under certain circumstances, to wit, in proximity of flame or fire, was not perfectly safe to use; (2) and in this, that the label bore the statement "absolutely certain to kill every species of parasite that prey upon poultry and live stock," whereas the article was not absolutely certain to kill every species of parasite that preys upon poultry and live stock; (3) and in this, that the label bore the statement "Contains Phenol 12.00%—Cresylic Acid 3.13%," whereas the article did not contain phenol 12 per cent and cresylic acid 3.13 per cent, but contained much less amounts of phenol and cresylic acid.

On July 14, 1915, the defendant entered a plea of guilty to the information, and on February 11, 1916, the court imposed a fine of \$25 and costs.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

**237. Misbranding of "Cooper's Summer Tree Spray." Misbranding of "Cooper's Winter Tree Spray." U. S. Charles E. Timson (William Cooper & Nephews). Plea of guilty. Fine, \$25 and costs. (I. & F. Nos. 191 and 260. Dom. Nos. 6960 and 6963.)**

On January 30, 1915, the United States attorney for the Northern District of Illinois, acting upon reports by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Charles E. Timson, doing business under the name of William Cooper & Nephews, Chicago, Ill., alleging the shipment by said defendant, on March 15, 1912, from the State of Illinois into the State of Ohio, a quantity of an article designated "Cooper's Summer Tree Spray" and a quantity of an article designated "Cooper's Winter Tree Spray," which were misbranded within the meaning of the Insecticide Act of 1910.

The article designated "Cooper's Summer Tree Spray" was contained in 12 1-quart cans each labeled in part as follows: "Cooper's Summer Tree Spray. Registered V3 Brand. Poisonous. Scientific substitute for Paris Green and other crude arsenical sprays. \* \* \* Sole Manufacturers Willm. Cooper & Nephews, 177 Illinois Street, Chicago. Guaranteed under the Insecticide Act of 1910 by Willm. Cooper & Nephews. Serial No. 180. Contains 1.2% Metallic Arsenic in soluble form." Misbranding of the article was alleged in the information for the reason that it was an insecticide, (1) and that the statement, "Scientific substitute for Paris Greens and other crude arsenical sprays," borne on the label, was false and misleading in this, that it represented to the purchaser that the article was a scientific substitute for Paris greens and other crude arsenical sprays; (2) and that the statement, "Scientific substitute for Paris greens and other crude arsenical sprays," borne on the label, deceived and misled in this, that it represented to the purchaser that the article was a scientific



substitute for Paris greens and other crude arsenical sprays, whereas the article was not a scientific substitute for Paris greens and other crude arsenical sprays; (3) and the label did not state the name and percentage amount of the inert ingredient, to wit water, contained in the article, which ingredient does not prevent, destroy, repel or mitigate insects or fungi, and the name and percentage amount of the said inert ingredient were not stated on the label, nor in lieu of the name and percentage amount of the inert ingredient, the name and percentage amount of each and every ingredient of the article having insecticidal properties, and the total percentage of inert ingredients present in the article.

The article designated "Cooper's Winter Tree Spray" was contained in twelve 1-quart cans each labeled in part as follows: "Cooper's Winter Tree Spray (Non-Poisonous) Registered VI Brand \* \* \* Sole Proprietors and Manufacturers Willm. Cooper & Nephews, 177 Illinois Street, Chicago. \* \* \*." Misbranding of the article was alleged in the information in that it was an insecticide, (1) and that the statement, "Non-Poisonous," borne on the label, was false and misleading in that it represented that the article was nonpoisonous, whereas the article was poisonous; (2) and that the statement, "Non-Poisonous," borne on the label, deceived and misled in that it represented to the purchaser that the article was nonpoisonous, whereas the article was poisonous; (3) and that the label did not state the name and percentage amount of inert ingredient, to wit, water, contained in the article, which ingredient does not prevent, destroy, repel, or mitigate insects or fungi, and the name and percentage amount of the said inert ingredient were not stated on the label, nor in lieu of the name and percentage amount of the inert ingredient, the name and percentage amount of each and every ingredient of the article having insecticidal properties, and the total percentage of inert ingredients present in the article.

On July 14, 1915, the defendant, Charles E. Timson, entered a plea of guilty to the information, and on February 11, 1916, the court imposed a fine of \$25 and costs.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

**238. Misbranding "Cooper's Tixol Dip." U. S. v. Charles E. Timson (William Cooper & Nephews). Plea of guilty. Fine, \$25 and costs. (I. & F. No. 97. Dom. No. 3752.)**

On January 30, 1915, the United States attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Charles E. Timson, doing business under the name of William Cooper & Nephews, Chicago, Ill., alleging the shipment by said defendant, on April 19, 1912, from the State of Illinois into the State of Texas, of an article designated, "Cooper's Tixol Dip," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in fifty 5-gallon packages, packed in 50 cases, each labeled in part as follows: (On case) "Cooper's Tixol Dip \* \* \* Sole proprietors and manufacturers, Willm. Cooper and Nephews, 64 W. Illinois St. Chicago, Ill. \* \* \*."

Misbranding of the article was alleged in the information for the reason that it was an insecticide, (1) and that the statement, "5 gallons," borne on the packages, was false and misleading in that it purported to state that each of the packages contained 5 gallons of the article, whereas each of the packages did not contain 5 gallons of the article, but contained a much less amount; (2) and that the statement, "5 gallons," borne on the packages deceived and misled in that it purported to state that each of the packages contained 5 gallons of the article, whereas each of the packages did not contain 5 gallons of the article, but contained a much less amount; (3) and that the statement, "5 gallons," borne on the packages, purported to state plainly and correctly, in terms of measure, the contents of each of the packages, whereas the statement did not state plainly and correctly, in terms of measure, the contents of each of the packages.



On July 14, 1915, the defendant entered a plea of guilty to the information, and on February 11, 1916, the court imposed a fine of \$25 and costs.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

239. Misbranding of "Cooper's Apterite." Misbranding of "Milk Oil Dip." U. S. v. F. S. Burch & Company. Plea of guilty. Fine, \$25 and costs. (I. & F. Nos. 92, 209. Dom. Nos. 6306, 6510.)

On January 30, 1915, the United States attorney for the Northern District of Illinois, acting upon reports by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against F. S. Burch & Co., a corporation, Chicago, Ill., alleging the shipment by said defendant, on April 19, 1912, from the State of Illinois into the State of Washington, of a quantity of an article designated "Cooper's Apterite" and a quantity of an article designated "Milk Oil Dip," which were misbranded within the meaning of the Insecticide Act of 1910.

The article designated "Cooper's Apterite" was contained in a cask labeled in part as follows: "Cooper's Apterite. Soil Fumigant and Fertilizer. Wm. Cooper & Nephews Chicago. Guaranteed under the Insecticide Act of 1910 by William Cooper & Nephews, 64 W. Illinois St., Chicago." A booklet, inclosed in the cask containing the article, contained, among others, the following statements: "Apterite. Soil Fumigant. Insect Destroyer. Apterite is a scientifically-prepared powder for the fumigation of the soil. \* \* \* It is an entirely new departure, differing in a marked degree from the many so-called soil insecticides. \* \* \* Agriculturists have long sought for a true and perfect soil fumigant, at once economical and certain. Apterite entirely realizes their requirements. To the fruit grower the benefits to be derived from Apterite are enormous. Many of his worst pests hybernate in the soil. \* \* \* Among these may be mentioned Woolly Aphis, Wire-worms, various Flies and Moths and Midges. These can now be destroyed in the soil during the winter and their depredations prevented. \* \* \* Apterite is the only perfect soil-fumigant at present known. \* \* \* Tens of thousands of dollars are lost annually by the depredations of ground larvae and other subsurface pests. Hitherto there has been no known remedy that could be absolutely trusted to destroy these pests. Apterite fills the void. By the application of this newly-discovered and unique preparation, the soil may not only be freed from its hosts of insect pests, but its presence in the soil will render the latter immune from reinfection for a considerable time. \* \* \* Apterite will kill with certainty:—Eelworms, All Ground Larvae and Soil Insects, \* \* \* Woolly Aphis \* \* \* The Root Mealy Bugs. \* \* \* Ants. \* \* \* Apterite, by destroying insect life wholesale, at small cost and little trouble, increases the profits from agricultural and horticultural crops. \* \* \*"

Misbranding of the article was alleged in the information for the reason that it was an insecticide, and that the label did not state the names and percentage amounts of the inert ingredients contained in the article, to wit, ingredients other than naphthalene, calcium sulphite, and a sulphid of calcium, which inert ingredients do not prevent, destroy, repel, or mitigate insects or fungi, nor in lieu of the names and percentage amounts of the inert ingredients, the name and percentage amount of each and every ingredient in the article having insecticidal properties and the total percentage of inert ingredients present in the article. Misbranding of the article was alleged further for the reason that it was an insecticide, (1) and that the statement in the booklet, "Apterite is a scientifically-prepared powder for the fumigation of the soil. Its purpose is to destroy the many insects and other pests which live, or hybernate in the soil and damage the crops," was false and misleading, in that the article was not a scientifically-prepared powder for the fumigation of the soil and for the purpose of destroying all of the insect and other pests which live or hibernate in the soil and damage the crops; (2) and that the statement in the booklet, "It is an entirely

new departure, differing in a marked degree from the many so-called soil insecticides," was false and misleading, in that the article was not an entirely new departure in the preparation of soil insecticides and did not differ in a marked degree in action or effect from many other soil insecticides; (3) and that the statement, appearing in the booklet, "Agriculturists have long sought for a true and perfect soil fumigant, at once economical and certain," was false and misleading, in that the article was not a true and perfect soil fumigant, at once economical and certain; (4) and that the statement in the booklet, "To the fruit-grower the benefits to be derived from Apterite are enormous. Many of his worst pests hybernate in the soil. \* \* \* Among these may be mentioned Woolly Aphis, Wire-worms, various Flies and Moths and Midges. These can now be destroyed in soil during the winter and their depredations prevented," was false and misleading, in that all of the pests of the fruit-growers which live or hibernate in the soil, among them the woolly aphis, wireworms, and certain flies, moths, and midges, could not be destroyed in the soil during the winter and their depredations prevented by the article; (5) and that the statement in the booklet, "Apterite is the only perfect soil fumigant at present known," was false and misleading, in that the article was not a perfect soil fumigant; (6) and that the statement in the booklet, "Tens of thousands of dollars are lost annually by the depredations of ground larvæ and other sub-surface pests. Hitherto there has been no known remedy that could be absolutely trusted to destroy these pests. Apertite fills the void. By the application of this newly-discovered and unique preparation, the soil may not only be freed from its hosts of insect pests, but its presence in the soil will render the latter immune from re-infection for a considerable time," was false and misleading, in that the article could not be absolutely trusted to destroy all ground larvae and sub-surface pests and the soil would not be freed from all insect pests and would not be rendered immune from reinfection for a considerable time by the application of the article; (7) and that the statement in the booklet, "Apertite will kill with certainty: Eelworms, All Ground Larvae, and Soil Insects, Woodlice, Slugs, Millipedes, Woolly Aphis, The Root Mealy Bug and Ants," was false and misleading, in that the article would not kill with certainty eelworms, ground larvae, soil insects, woodlice, slugs, millipedes, woolly aphis, the root mealy bug, or ants; (8) and that the statement in the booklet, "Apterite, by destroying insect life wholesale, at small cost and little trouble, increases the profits from agricultural and horticultural crops," was false and misleading in that the article would not destroy insect life wholesale, and would not thereby increase the profits from agricultural and horticultural crops.

The article designated "Milk Oil Dip" was contained in two 5-gallon cans each labeled in part as follows: "Non-Poisonous liquid Milk Oil Dip \* \* \*. A small quantity of undiluted Milk Oil placed in saucers in the sick room will effectually purify the room \* \* \* A solution of Milk Oil, tablespoonful to one gallon of water, used as a spray will drive away flies, mealy bugs, spiders, and kill all insect life, and will not injure the most tender plant \* \* \*."

Misbranding of the article was alleged in the information for the reason that it was an insecticide, (1) and that the statements, "Non-Poisonous liquid," "A small quantity of undiluted Milk Oil placed in saucers in the sick room will effectually purify the room," and "A solution of Milk Oil, tablespoonful to one gallon of water, used as a spray will drive away flies, mealy bugs, spiders, and kill all insect life," were false and misleading in this, that the article was a poisonous liquid, a small quantity of it placed in saucers in the sick room would not effectually purify the room, and a solution of the article, a tablespoonful to 1 gallon of water, used as a spray, would not kill all insect life; (2) and that the statement, "Non-poisonous liquid," "A small quantity of undiluted Milk Oil placed in saucers in the sick room will effectually purify the room," and "A solution of Milk Oil, tablespoonful to one gallon of water, used as a spray will drive away flies, mealy bugs, spiders, and kill all insect life," deceived and misled, in this, that the article was a poisonous liquid, a small



quantity of it placed in saucers in the sick room would not effectually purify the room, and a solution of the article, a tablespoonful to 1 gallon of water, used as a spray, would not kill all insect life. Misbranding of the article was alleged further for the reason that it was an insecticide, and that the label did not state the name and percentage amount of the inert ingredient, to wit, water, contained in the article, which ingredient does not prevent, destroy, repel or mitigate insects or fungi, nor in lieu of the name and percentage amount of the inert ingredient, the names and percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of inert ingredients present in the article.

On July 14, 1915, the defendant entered a plea of guilty to the information, and the court, on February 11, 1916, imposed a fine of \$25 and costs.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

**240. Misbranding of "Cooper's Fluid Dip." U. S. v. Charles E. Timson (William Cooper & Nephews). Plea of guilty. Fine, \$25 and costs. (I. & F. No. 153. Dom. No. 7031.)**

On January 30, 1915, the United States attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against Charles E. Timson, doing business under the name of William Cooper & Nephews, Chicago, Ill., alleging the shipment by said defendant, on July 6, 1912, from the State of Illinois into the State of Colorado, of a quantity of an article designated "Cooper's Fluid Dip," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in eight 5-gallon cans each labeled as follows: "Pure and Concentrated. Cooper's Fluid Dip. Non Poisonous Guaranteed by Wm. Cooper & Nephews under Insecticide Act of 1910. Serial Number 180. Contains 60% Cresol; balance consists of necessary materials to render Cresol suitable for dipping. \* \* \* Willm. Cooper & Nephews, 64 W. Illinois St., Chicago, Illinois."

Misbranding of the article was alleged in the information that it was an insecticide: (1) and that the statement, "Non Poisonous," was false and misleading in that the label purported to state that the article was nonpoisonous, whereas the article was poisonous; (2) and that the statement, "Non Poisonous," deceived and misled in this, that the label purported to state that the article was nonpoisonous, whereas the article was poisonous. Misbranding of the article was alleged further in that it was an insecticide, and that the label did not state the name and percentage amount of the inert ingredient, to wit, water, contained in the article, which ingredient does not prevent, destroy, repel or mitigate insects or fungi, nor in lieu of the name and percentage amount of inert ingredient, the name and percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of inert ingredients present.

On July 14, 1915, the defendant entered a plea of guilty to the information, and on February 11, 1916, the court imposed a fine of \$25 and costs.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

**241. Adulteration and misbranding of "Cooper's Summer Tree Spray." U. S. v. Charles E. Timson (William Cooper & Nephews). Plea of guilty. Fine, \$25 and costs. (I. & F. No. 169. Dom. No. 6983.)**

On January 30, 1915, the United States attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Charles E. Timson, doing business under the name of William Cooper & Nephews, Chicago, Ill., alleging the shipment by said defendant, on July 9, 1912, from the State of Illinois into the State of Ohio, of a quantity of an article designated "Cooper's Summer Tree Spray," which was adulterated and misbranded within the meaning of the Insecticide Act of 1910.

The article was contained in twelve one-quart cans each labeled as follows: "Cooper's Summer Tree Spray, Registered Brand V2 Non-Poisonous. Kills Greenflies, Codling Worm, Oyster Shell Scale Insect, All forms of Wooly Aphis, Pear and Apple Psylla and Mites of all kinds. No injury to Blossoms or Foliage. Sole Manufacturers Willm. Cooper & Nephews, 177 Illinois Street, Chicago. Directions. This fluid is for application to trees in bud, blossom or foliage, in spring, summer, and fall. To 1 part of this fluid add 100 parts of water. Soft water is preferable. Stir well before using. Apply in a fine mist spray. \* \* \* Cooper's Tree Spray Fluids V1 For Winter V2 For Summer. These fluids are highly concentrated. Non-poisonous. Harmless to the trees \* \* \*."

Adulteration of the article was alleged in the information for the reason that it was an insecticide, and that the statements, "Cooper's Summer Tree Spray," "Kills Greenflies, Codling Worm, Oyster Shell Scale Insect, All Forms of Wooly Aphis, Pear and Apple Psylla and Mites of all Kinds. No injury to Blossom or foliage." "This fluid is for application to trees in bud, blossom or foliage, in spring, summer, and fall. To 1 part of this fluid add 100 parts of water. Soft water is preferable. Stir well before using," "Apply in a fine mist spray," "Cooper's Tree Spray Fluids V1 For Winter V2 For Summer. These fluids are highly concentrated. Non-Poisonous. Harmless to the trees," indicated that the article was intended for use on vegetation and contained a substance or substances which, although preventing, destroying, repelling, or mitigating insects, was not injurious to such vegetation when used, whereas the article when used in the strength and applied in the manner directed caused serious injury to the foliage of plants to which it was so applied.

Misbranding of the article was alleged for the reason that the article was an insecticide, (1) and that the statement, "Non-poisonous," was false and misleading in that it represented to the purchaser that the article was nonpoisonous, whereas the article contained a poisonous constituent and was poisonous; (2) and that the statement, "non-poisonous," deceived and misled the purchaser in that it represented that the article was nonpoisonous, whereas the article contained a poisonous constituent and was poisonous; (3) and that the statement, "kills \* \* \* Codling Worm" was false and misleading in that it represented to the purchaser that the article would kill codling worms, whereas the article could not be used or applied in such a way as to kill codling worms to an appreciable extent. Misbranding of the article was alleged further for the reason that it was an insecticide, and that the label did not state the name and percentage amount of the inert ingredient, to wit, water, contained in the article, which ingredient does not prevent, destroy, repel, or mitigate insects or fungi, and the name and percentage amount of the said inert ingredient were not stated on the label, nor in lieu of the name and percentage amount of the said inert ingredient, the names and percentage amounts of each and every ingredient having insecticidal properties and the total percentage of inert ingredients present.

On July 14, 1915, the defendant entered a plea of guilty to the information, and on February 11, 1916, the court imposed a fine of \$25 and costs.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

242. Misbranding of "Cyphers Lice Powder." U. S. v. The Cyphers Incubator Company. Plea of guilty. Fine, \$50 and costs. (I. & F. No. 380. Dom. No. 9185.)

On March 23, 1916, the United States attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Cyphers Incubator Co., a corporation having a place of business in Chicago, Ill., alleging the shipment by said defendant, on August 1, 1914, from the State of Illinois into the State of Iowa, of a quantity of an article designated "Cyphers Lice Powder," contained in 36 packages, which was misbranded within the meaning of the Insecticide Act of 1910.



Misbranding of the article was alleged in the information in that it was an insecticide, (1) and that the statement, borne on the labels of the packages, "Cyphers Lice Powder \* \* \* 5 ounce package Price 10 cents," deceived and misled in that it purported to state that each of the packages contained 5 ounces of the article; (2) and that the statement, "Cyphers Lice Powder \* \* \* 5 ounce package Price 10 cents," purported to state plainly and correctly, in terms of weight on the outside of the package, the contents of the package to be 5 ounces of the article, whereas the contents of the package containing the article was not stated plainly and correctly in that the package did not contain 5 ounces, but a much less amount.

On April 28, 1916, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$50 and costs.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

243. Misbranding of "Armstrong's Live Stock Spray." U. S. v. Armstrong Paint and Varnish Works. Plea of guilty. Fine, \$50 and costs. (I. & F. No. 318. Dom. No. 3225.)

On July 28, 1915, the United States attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Armstrong Paint & Varnish Works, a corporation, Chicago, Ill., alleging the shipment by said defendant, on April 23, 1913, from the State of Illinois into the State of Iowa, of a quantity of an article designated "Armstrong's Live Stock Spray," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 72 packages, each labeled in part as follows: "One Gallon U. S. Measure Armstrong's Live Stock Spray \* \* \*."

Misbranding of the article was alleged in the information in that it was an insecticide, (1) and that the statement, borne on the label, "One Gallon U. S. Measure," was false and misleading in that it conveyed the meaning and impression that each of the packages contained 1 gallon of the article, whereas each of the packages contained less than 1 gallon; (2) and that the statement, borne on the label, "One Gallon U. S. Measure," was calculated to deceive and mislead the purchaser into the belief that each of the packages contained 1 gallon of the article, whereas each of the packages contained less than 1 gallon; (3) and that the article was in package form and the contents were stated in terms of measure, but the contents were not correctly stated on the outside of the package in this, that the statement, borne on the label, "One Gallon U. S. Measure," purported and operated to state that the contents of each of the packages were 1 gallon of the article, whereas the contents of each of the packages were less than 1 gallon.

On November 23, 1915, the defendant entered a plea of guilty to the information, and the court, on April 29, 1916, imposed a fine of \$50 and costs.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

244. Misbranding of "Zirato." U. S. v. One hundred bottles, more or less, of "Zirato." Consent decree of condemnation and forfeiture. Product ordered released on bond. (I. & F. No. 394. S. No. 27. Dom. Nos. 10476, 10477, 10478.)

On December 21, 1915, the United States attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and condemnation of 120, more or less, bottles of an article designated "Zirato." at Chicago, Ill. It was alleged in the libel that the article had been transported from the State of New York into the State of Illinois, on August 19, 1915, that it was intended to be used a fungicide, and that it was misbranded within the meaning of the Insecticide Act of 1910. Twelve of the bottles purported to contain 16 fluid ounces each of the article; 36 of the bottles purported to contain 7 fluid ounces each of the article; and 72 of the



bottles purported to contain 3 fluid ounces each of the article. Each of the bottles purporting to contain 16 fluid ounces was labeled as follows: "Ziratos Leaves No Odor. A powerful antiseptic and germicide of the Naphthalene Series. Inert Ingredients Water 23% Glycerine 40% Seven times less poisonous and Ten times more efficient than carbolic acid. Bristol-Myers Co. New York Net 16 Fluid ounces." The bottles purporting to contain 7 fluid ounces bore a label the same as that appearing on the 16 fluid-ounce bottles, except that instead of the statement "Net 16 Fluid ounces," the corresponding statement was "Net 7 Fluid ounces." The bottles purporting to contain 3 fluid ounces bore a label the same as that appearing on the 16 fluid ounce bottles, except that instead of the statement "Net 16 Fluid ounces," the corresponding statement was "Net 3 Fluid ounces." Each of the 120 bottles containing the article was inclosed in a carton labeled as follows: "Ziratos Leaves No Odors. A Powerful Antiseptic and Germicide of the Naphthalene Series. Inert Ingredients: Water 23% Glycerine 40% Safety and Efficiency Seven times less poisonous and Ten times more powerful than carbolic acid. Bristol-Myers Co. New York, U. S. A."

Misbranding of the article contained in the 120 bottles was alleged in the libel in that it was labeled and branded so as to deceive and mislead the purchaser in this, that the statement, borne on the labels on the bottles, "Ziratos \* \* \* A Powerful Antiseptic and Germicide of the Naphthalene Series. \* \* \* Ten times more efficient than carbolic acid;" and the cartons inclosing each of the bottles bore the statement, "Ziratos \* \* \* A Powerful Antiseptic and Germicide of the Naphthalene Series. \* \* \* Ten times more powerful than carbolic acid," deceived and misled the purchaser in that they purported to state that the article was ten times more powerful and ten times more efficient as a germicide than carbolic acid; whereas the article was not ten times more powerful, and was not ten times more efficient, as a germicide than carbolic acid.

Inclosed in each of the cartons surrounding the 120 bottles of the article were two pamphlets or booklets. Misbranding of the article contained in the 120 bottles was alleged further in that statements contained in one of the two booklets deceived and misled the purchaser in this, that they purported to state that the article, in a dilution of 1 part thereof to 1,400 parts of water, would kill bacillus typhosus in two and one-half minutes, and that the article in a dilution of 1 part thereof to 1,600 parts of water would kill bacillus typhosus in twelve and one-half minutes, and that the article was ten times more efficient as a bactericide than carbolic acid; whereas the article in a dilution of 1 part thereof to 1,400 parts of water would not kill bacillus typhosus in two and one-half minutes, the article in a dilution of 1 part thereof to 1,600 parts water would not kill bacillus typhosus in twelve and one-half minutes, and the article was not ten times more efficient as a bactericide than pure carbolic acid.

Misbranding of the article contained in the bottles purporting to contain 16 fluid ounces and the bottles purporting to contain 3 fluid ounces, was alleged (1) in that one of the two booklets inclosed in the cartons with each of the bottles bore the statement, "Bearing in mind the fact that Ziratos is Ten times More Efficient in its bactericidal power than Carbolic Acid, it will be readily understood that one per cent. solution of Ziratos is amply sufficient for practically all purposes, because even in that dilution it is stronger than a ten per cent. solution of Carbolic Acid," which statement deceived and misled the purchaser in this, that it purported to state that the article was ten times more efficient in its bactericidal power than carbolic acid, and that a 1 per cent solution thereof would be stronger than a 10 per cent solution of carbolic acid, whereas the article was not ten times more efficient in its bactericidal power than carbolic acid, and a 1 per cent solution of the article would not be stronger than a 10 per cent solution of carbolic acid; (2) and in that one of the two booklets inclosed in the cartons with each of the bottles bore the statement, "Compared with the bactericidal action of Carbolic Acid by the method of the Hygienic Laboratory of the Marine Hospital Service, Ziratos has the Carbolic Acid Coefficient of more than Ten, that is, Ziratos is

Ten times more efficient than Carbolic Acid," which statement deceived and misled the purchaser in that it purported to state that the article had a carbolic acid coefficient of more than 10, and that the article was ten times more efficient in its bactericidal action than carbolic acid, whereas the article had a carbolic acid coefficient of much less than 10, and the article was not ten times more efficient in its bactericidal action than carbolic acid.

Misbranding of the article contained in the bottles purporting to contain 16 fluid ounces was alleged further in that one of the booklets inclosed in the cartons with each of the bottles bore the statement, "Ziratosol in dilution of 1:1400 kills the Typhoid Bacillus in 2½ minutes," which statement deceived and misled the purchaser in this, that it purported to state that the article in a dilution of 1 part thereof to 1,400 parts of water would kill the typhoid bacillus in two and one-half minutes, whereas the article in a dilution of 1 part thereof to 1,400 parts of water would not kill the typhoid bacillus in two and one-half minutes.

Misbranding of the article contained in the bottles purporting to contain 7 fluid ounces and the bottles purporting to contain 3 fluid ounces was alleged in that one of the two booklets inclosed in the cartons with each of the bottles bore the statement, "Ziratosol in dilution of 1:1500 kills the Typhoid Bacillus in 2½ minutes," which statement deceived and misled the purchaser in that it purported to state that the article in a dilution of 1 part thereof to 1,500 parts of water would kill the typhoid bacillus in two and one-half minutes, whereas the article in a dilution of 1 part thereof to 1,500 parts of water would not kill the typhoid bacillus in two and one-half minutes.

Misbranding of the article contained in the bottles purporting to contain 7 fluid ounces was alleged further: (1) in that each of the two booklets inclosed in the cartons with the bottles bore the statement, "Ziratosol \* \* \* An Ideal Antiseptic and Germicide. Ten times stronger \* \* \* than Carbolic Acid," which statement deceived and misled the purchaser in this, that it purported to state that the article was ten times stronger as a germicide than carbolic acid, whereas the article was not ten times stronger as a germicide than carbolic acid; (2) and in that one of the booklets bore the statement, "Compared with the bactericidal action of Carbolic Acid by the method of the Hygienic Laboratory of the Marine Hospital Service, Ziratosol has the Carbolic Acid Coefficient of 13, that is, Ziratosol is thirteen times stronger than Carbolic Acid," which statement deceived and misled the purchaser in this, that it purported to state that the article had the carbolic acid coefficient of 13, and was thirteen times stronger in bactericidal action than is carbolic acid, whereas the article had a carbolic acid coefficient much less than 13, and was not thirteen times stronger in bactericidal action than carbolic acid; (3) and in that one of the booklets bore the statement, "Bearing in mind the fact that Ziratosol is Thirteen Times More Efficient in its bactericidal power than Carbolic Acid, it will be readily understood that one per cent. solutions of Ziratosol are amply sufficient for practically all purposes because even in that dilution it is stronger than a ten per cent. solution of carbolic acid," which statement deceived and misled the purchaser in this, that it purported to state that the article was thirteen times more efficient in its bactericidal power than carbolic acid, and that a 1 per cent solution of the article was stronger in bactericidal power than a 10 per cent solution of carbolic acid, whereas the article was not thirteen times more efficient in its bactericidal power than carbolic acid, and a 1 per cent solution of the article was not stronger in bactericidal power than a 10 per cent solution of carbolic acid.

Misbranding of the article contained in the bottles purporting to contain 3 fluid ounces was alleged: (1) in that each of the two booklets inclosed in the cartons with the bottles bore the statement, "Ziratosol An Ideal Antiseptic and Germicide \* \* \* Ten Times More Efficient Than Carbolic Acid," which statement deceived and misled the purchaser in this, that it purported to state that the article was ten times more efficient as a germicide than carbolic acid, whereas the article was not ten times more efficient as a germicide than carbolic acid; (2) and in that one of the two booklets



bore the statement, "Compared with the bactericidal action of Carbolic Acid by the method of the Hygienic Laboratory of the Marine Hospital Service, Ziratol has the Carbolic Acid Coefficient of more than Ten, that is, Ziratol is Ten times stronger than Carbolic Acid," which statement deceived and misled the purchaser in this, that it purported to state that the article had a carbolic acid coefficient more than 10, and that the article was ten times stronger in bactericidal action than carbolic acid, whereas the article had a carbolic acid coefficient much less than 10, and was not ten times stronger in bactericidal action than carbolic acid.

On April 14, 1916, claimants having appeared and having filed an answer to the libel consenting to a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product should be released to the claimants upon the payment of the costs of the proceedings and the execution of a bond in the sum of \$1,000, in conformity with section 10 of the act.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

**245. Misbranding of "Simplex." U. S. v. Harry J. Smith (H. J. Smith & Co.).** Flea of guilty Fine, \$40. (I. & F. No. 305. Dom. Nos. 7612, 8077, 8212, 8338.)

On September 23, 1915, the United States attorney for the Northern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information, in four counts, against Harry J. Smith, doing business as H. J. Smith & Co., Utica, N. Y., alleging the shipment by said defendant, from the State of New York, of quantities of an article designated "Simplex," which were misbranded within the meaning of the Insecticide Act of 1910, as follows: December 21, 1912, into the State of Iowa, on January 11, 1913, into the State of Pennsylvania, on January 24, 1913, into the State of Indiana, and February 7, 1913, into the State of Michigan. The article in each shipment was contained in packages, and the packages in the shipments of December 21, 1912, and January 11, 1913, purported to contain 1 pound each of the article, and the packages in the shipments of January 24, 1913, and February 7, 1913, purported to contain 5 pounds of the article. It was alleged in the information that the article in each shipment was misbranded in that it was an insecticide and fungicide, (1) and the labels of the packages bore a statement regarding the article which was false and misleading, and (2) that the article was labeled and branded so as to deceive and mislead the purchaser: in this, that the labels of the packages of the article in the shipments of December 21, 1912, and January 11, 1913, bore the statement, "1 Pound Simplex," and that the labels of the packages of the article in the shipments of January 24, 1913, and February 7, 1913, bore the statement, "5 Pounds Simplex," whereas each of the packages in the shipment of December 21, 1912, and January 11, 1913, contained less than 1 pound of the article, and each of the packages in the shipments of January 24, 1913, and February 7, 1913, contained less than 5 pounds of the article. Misbranding of the article in each shipment was alleged, further, in that it was an insecticide and fungicide, was in package form and the contents of each of the packages were stated in terms of weight, but they were not correctly stated on the outside of the package: in this, that the statement, "1 Pound Simplex," borne on the labels of the packages of the article in the shipments of December 21, 1912, and January 11, 1913, operated to state that the contents of each of said packages were 1 pound of the article; and that the statement, "5 Pounds Simplex," borne on the labels of the packages of the article in the shipments of January 24, 1913, and February 7, 1913, operated to state that the contents of each of said packages were 5 pounds of the article; whereas the contents of each of the packages in the shipments of December 21, 1912, and January 11, 1913, were less than 1 pound of the article, and the contents of each of the packages in the shipments of January 24, 1913, and February 7, 1913, were less than 5 pounds of the article.



On September 23, 1915, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$40.

CARL VROGMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

246. Misbranding of "NO-FLY." U. S. v. W. D. Carpenter Company. Plea of guilty. Fine, \$30. (I. & F. No. 298. Dom. Nos. 7108, 7383, and 8879.)

On October 5, 1915, the United States attorney for the Northern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information, in three counts, against W. D. Carpenter Co., a corporation, Syracuse, N. Y., alleging the shipment by said defendant, from the State of New York, of quantities of an article designated "No-Fly," which were misbranded within the meaning of the Insecticide Act of 1910, as follows: On April 30, 1912, into the State of Delaware; on July 9, 1912, into the State of Minnesota; and on March 30, 1914, into the State of Virginia. The article in each shipment was contained in cans, each labeled as follows: "One Gallon No-Fly Keeps Flies Away Manufactured by W. D. Carpenter Co. Syracuse, N. Y."

Misbranding of the article in each shipment was alleged in the information in that it was an insecticide, (1) and the package and label bore a statement regarding the article which was false and misleading, (2) and the article was labeled and branded so as to deceive and mislead the purchaser in this, that the statement, borne on the labels on the cans, "One Gallon No-Fly," represented that each of the cans contained 1 gallon of the article, whereas each of the cans did not contain 1 gallon, but contained less than 1 gallon thereof.

Misbranding of the article in each shipment was alleged further in that it was in package form, and the contents were stated in terms of measure but they were not plainly and correctly stated on the outside of the package in this, that the label on the outside of each of the cans bore the statement, "One Gallon No-Fly," whereas each of the packages did not contain 1 gallon of the article, but contained less than 1 gallon thereof.

On October 8, 1915, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$30.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

247. Misbranding of "Stillwagon's Powdered Lice Killer." U. S. v. Henry Handschiegl. Plea of guilty. Fine, \$10 and costs. (I. & F. No. 324. Dom. No. 8454.)

On September 22, 1915, the United States attorney for the Eastern District of Missouri, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Henry Handschiegl, trading and doing business under the name and style of Stillwagon Food Manufacturing Co., St. Louis, Mo., alleging the shipment by said defendant on May 12, 1913, from the State of Missouri into the State of Illinois, of a quantity of an article designated "Stillwagon's Powdered Lice Killer," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 18 packages, labeled in part as follows: "Stillwagon's (Powdered) Lice Killer. Kills Lice, Fleas, Ticks, Moth, Etc. As a disinfectant it is a most valuable preparation, purifying noxious gases, arresting decomposition and putrefaction. For Poultry Houses, Stables, Pigeon Lofts, Pig Pens, Water Closets, Vaults, Cess-Pools, Garbage Boxes, Dog Kennels, etc., it serves as an absolute preventive of disease and will speedily destroy all parasites that inhabit such places. For purifying Poultry Runs that are contaminated with the poison of Roup or Cholera, Kennels or Stables polluted with Distemper, it has no equal. \* \* \* Manufactured by Stillwagon Food Co., St. Louis, Mo., U. S. A."

Misbranding of the article was alleged in the information in that it was an insecticide, (1) and the labels on the packages bore statements regarding the article which were false and misleading, (2) and the article was labeled and branded so as to deceive and mislead the purchaser: in this, that the statement on the label, "Kills Lice, Fleas, Ticks, Moth, Etc.," represented that the article would be effective against all kinds of ticks, and all insects which affect and infest domestic animals and poultry, and all kinds of moths, whereas the article would not be effective against all kinds of ticks, or all insects which affect and infest domestic animals and poultry, or all kinds of moths; and in this, that the statement on the label, "As a disinfectant it is a most valuable preparation, purifying noxious gases, arresting decomposition and putrefaction," represented that the article was a valuable disinfectant, would purify noxious gases, and would arrest decomposition and putrefaction, whereas the article was not a valuable disinfectant, would not purify noxious gases, and would not arrest decomposition and putrefaction; and in this, that the statement, "For Poultry Houses, Stables, Pigeon Lofts, Pig Pens, Water Closets, Vaults, Cess-Pools, Garbage Boxes, Dog Kennels, etc., it serves as an absolute preventive of diseases and will speedily destroy all parasites that inhabit such places," represented that the article was an absolute preventive of disease, and would destroy all parasites that inhabit poultry houses, stables, pigeon lofts, pig pens, water closets, vaults, cesspools, garbage boxes, and dog kennels, whereas the article was not an absolute preventive of disease, and would not destroy all parasites that inhabit poultry houses, stables, pigeon lofts, pig pens, water closets, vaults, cesspools, garbage boxes, and dog kennels; and in this, that the statement, "For purifying Poultry Runs that are contaminated with the poison of Roup or Cholera, Kennels or Stables polluted with Distemper, it has no equal," represented that the article would purify poultry runs of the infection of roup or cholera, and would purify kennels or stables of the infection of distemper, whereas the article would not purify poultry runs of the infection of roup or cholera, and would not purify kennels or stables of the infection of distemper. Misbranding was alleged further in that the article was an insecticide other than Paris greens and lead arsenates, and consisted partially of inert substances, to wit, substances other than nicotine, sulphur, and a trace of phenol, which inert substances do not prevent, destroy, repel, or mitigate insects, and the names and the percentage amounts of each and every one of the inert substances and ingredients were not stated plainly and correctly, or at all, on each or any of the labels of the packages containing the article, and, in lieu of the names and percentage amounts of each and every one of the inert substances and ingredients, the names and percentage amounts of each and every ingredient having insecticidal properties and the total percentage of inert substances and ingredients present in the article were not stated plainly and correctly, or at all, on each or any of the labels.

On October 18, 1915, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$10 and costs.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

248. Adulteration and misbranding of "Spratt's Patent Insect Powder." *U. S. v. Spratt's Patent (America) Limited.* Plea of guilty. Fine, \$10 and costs. (L & F. No. 390. Dom. No. 9154.)

On March 28, 1916, the United States attorney for the Eastern District of Missouri, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Spratt's Patent (America) Limited, a corporation, St. Louis, Mo., alleging the shipment by said defendant on August 5, 1914, from the State of Missouri into the State of Wisconsin, of a quantity of an article designated "Spratt's Patent Insect Powder," which was adulterated and misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 12 packages, each labeled as follows: "Spratt's Patent Insect Powder



for removing all kinds of parasites from birds and animals. Directions for Use.—For vermin in dogs, poultry, pigeons, birds, cats, etc., Dust well into the hair, fur or feathers and nests, or other places infested by the vermin. Price 25 cents per tin. Guaranteed by Spratt's Patent Limited, under Food and Drugs Act, June 30, 1906. Serial Number 1632."

Adulteration of the article was alleged in the information in that it was an insecticide other than Paris green and lead arsenate, and its strength and purity fell below the professed standard and quality under which it was sold in this, that the statement on the label, "Spratt's Patent Insect Powder," professed that the article was insect powder, that is to say, was of the standard and quality of being composed wholly of the powdered flower heads of certain species of the pyrethrum plant, and was sold under said professed standard and quality, whereas the strength and purity of the article fell below the said professed standard and quality in that it did not consist wholly of the powdered flower heads of species of the pyrethrum plant. Adulteration was alleged further in that the article was an insecticide other than Paris green and lead arsenate, and that substances had been substituted in part for the article in this, that the statement on the label, "Spratt's Patent Insect Powder," purported that the article was insect powder, that is to say, was composed wholly of the powdered flower heads of species of the pyrethrum plant, whereas the article was not composed wholly of the powdered flower heads of species of the pyrethrum plant; and in this, that the statement on the label, "Spratt's Patent Insect Powder for removing all kinds of parasites from birds and animals," represented that the article would remove all kinds of parasites from birds and animals, whereas the article would not remove all kinds of parasites from birds and animals; and in this, that the statement on the label, "Spratt's Patent Insect Powder \* \* \* Directions for Use.—For vermin in dogs, poultry, pigeons, birds, cats, etc., Dust well into the hair, fur or feathers and nests, or other places infested by the vermin," represented that the article would destroy all vermin which infest dogs, poultry, pigeons, birds, and cats if the article were applied by dusting the hair or fur of the animals or the feathers of the fowls and birds, so infested, and by dusting the article in nests and other places so infested, whereas the article would not destroy all vermin which infest dogs, poultry, pigeons, birds, and cats if applied in the said method and manner.

On May 2, 1916, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$10 and costs.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

249. Misbranding of "Solution Cresol Compound." U. S. v. The William S. Merrell Chemical Company. Plea of nolo contendere. Fine, \$25 and costs. (I. & F. No. 334. Dom. No. 8223.)

On October 5, 1915, the United States attorney for the Southern District of Ohio, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against The William S. Merrell Chemical Co., a corporation, Cincinnati, Ohio, alleging the shipment by said defendant, on May 31, 1913, from the State of Ohio into the State of Iowa, of a quantity of an article designated "Solution Cresol Compound," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in six bottles,



each labeled as follows: "Solution Cresol Compound—Liquor Cresolis Compositus, U. S. P. For external use only. Guaranteed by the Wm. S. Merrell Chemical Co. under the Food and Drugs Act, June 30, 1906. Serial No. 628. The Wm. S. Merrell Chemical Co., Manufacturing Chemists, Cincinnati."

Misbranding of the article was alleged in the information in that it was a fungicide, and that the statement, "Solution Cresol Compound—Liquor Cresolis Compositus, U. S. P.," borne on the label on each of the bottles, was false and misleading in that it conveyed the meaning and impression, and was calculated to deceive and mislead the purchaser into the belief, that the article was prepared according to, and contained and consisted of the substances and ingredients in the proportions prescribed by, the formula for Liquor Cresolis Compositus in the United States Pharmacopoeia, whereas the article was not prepared according to, and did not contain and consist of the substances and ingredients in the proportions prescribed by, the formula for Liquor Cresolis Compositus in the United States Pharmacopoeia, but the article contained water in a proportion greater, and potassium hydrate and linseed oil in proportions less, than the proportions prescribed by the formula for Liquor Cresolis Compositus in the United States Pharmacopoeia. Misbranding was alleged further in that the article was a fungicide, and that it consisted partially of an inert substance, water, which does not prevent, destroy, repel, or mitigate fungi, and the name and the percentage amount of the said inert ingredient were not stated plainly and correctly, or at all, on each or any of the labels, nor, in lieu of the name and the percentage amount of the inert ingredient, were the names and the percentage amounts of each and every ingredient of the article having fungicidal properties, and the total percentage of inert ingredient present in the article, stated plainly and correctly, or at all, on each or any of the labels.

On January 12, 1916, the defendant entered a plea of *nolo contendere* to the information, and the court imposed a fine of \$25 and costs.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

**250. Adulteration and misbranding of "Arsenate of Lead Standard." Thomsen Chemical Company. Plea of guilty. Fine, \$25. (I. & F. No. 360. Dom. No. 8688.)**

On December 20, 1915, the United States attorney for the District of Maryland, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district against the Thomsen Chemical Co., a corporation, Baltimore, Md., an information, alleging the shipment by said defendant, on February 27, 1914, from the State of Maryland into the State of California, of a quantity of an article designated "Arsenate of Lead Standard," which was adulterated and misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 96 packages, each labeled in part as follows: "Arsenate of Lead Standard \* \* \* Guaranteed to contain not less than 9.8% total Metallic Arsenic, equivalent to not less than 15% Arsenic Oxide ( $As_2O_5$ ), and not to exceed 0.48% water soluble Metallic Arsenic, equivalent to 0.75% Arsenic Oxide ( $As_2O_5$ ), and not to exceed 50% water ( $H_2O$ ). \* \* \* This package when packed weighed Gross 1-13/16, Tare 13 oz., Net 1 lbs. \* \* \*"

Adulteration of the article was alleged in the information in that it was a lead arsenate, and contained arsenic in water-soluble forms equivalent to more than  $\frac{7.5}{100}$  per cent of arsenic oxid ( $As_2O_5$ ). Misbranding was alleged in that the article was lead arsenate, (1) and that the label bore statements which were false and misleading, (2) and that the article was labeled and branded so as to deceive and mislead the purchaser in this: that the statement, "Guaranteed to contain not less than 9.8% total Metallic Arsenic, equivalent to not less than 15% Arsenic Oxide ( $As_2O_5$ ), and not to exceed 0.48% water-soluble Metallic Arsenic, equivalent to 0.75% Arsenic Oxide ( $As_2O_5$ )," purported that the article contained water-soluble arsenic equivalent to, and calculated as, metallic arsenic in a proportion not exceeding  $\frac{4.8}{100}$  per

cent of the article, and that the article contained water-soluble arsenic equivalent to, and calculated as, arsenic oxid in the proportion of  $\frac{7.5}{100}$  per cent of the article, whereas the article contained water-soluble arsenic equivalent to, and calculated as, metallic arsenic in a proportion greater than  $\frac{4.8}{100}$  per cent of the article, and contained water-soluble arsenic equivalent to, and calculated as, arsenic oxid in a proportion greater than  $\frac{7.5}{100}$  per cent of the article; (2) and in this, that the statement, "This package when packed weighed Gross 1-13/16, Tare, 13 oz., Net 1 lbs.," purported that each of the packages contained 1 pound net weight of the article, whereas each of the packages contained less than 1 pound net weight of the article. Misbranding was alleged further in that the article was lead arsenate, and was in package form, and the contents were stated in terms of weight but they were not plainly and correctly stated on the outside of the package: in this, that the statement "This package when packed weighed Gross 1-13/16, Tare 13 oz., Net 1 lbs.," operated to state that the contents of each of the packages were 1 pound of the article, whereas the contents of each of the packages were much less than 1 pound.

On December 20, 1915, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$25.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

251. Adulteration and misbranding of "Strictly Pure Paris Green," U. S. v. Carpenter-Udell Chemical Company. Plea of guilty. Fine, \$50. (I. & F. No. 317. Dom. No. 8111.)

On February 8, 1915, the United States attorney for the Western District of Michigan, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Carpenter-Udell Chemical Co., a corporation, Grand Rapids, Mich., alleging the shipment by said defendant, on March 19, 1913, from the State of Michigan into the State of Missouri, of a quantity of an article designated "Strictly Pure Paris Green," which was adulterated and misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 5,000 packages, each labeled in part as follows: "Strictly Pure Paris Green Poison Manufactured by Carpenter-Udell Chemical Co., Grand Rapids, Mich. \* \* \* Imperial Brand Paris Green is guaranteed to contain more than 50% Arsenious Oxide and not more than 3½% Water Soluble Arsenious Oxide. \* \* \*"

Adulteration of the article was alleged in the information in that it was Paris green, and that it contained arsenic in water-soluble forms equivalent to more than 3½ per cent of arsenious oxide. Adulteration was alleged further in that the article was Paris green, and that a substance, arsenious oxide, had been mixed and packed with the article so as to injuriously affect the quality of the article. Misbranding was alleged in that the statement, "Strictly Pure Paris Green," borne on the label, was false and misleading in that it conveyed the meaning and impression, and was calculated to deceive and mislead the purchaser into the belief, that the article was strictly pure Paris green, whereas it was not strictly pure Paris green, but consisted of a mixture of Paris green and arsenious oxide. Misbranding of the article was alleged further in that the statement, "Imperial Brand Paris Green is guaranteed to contain more than 50% Arsenious Oxide and not more than 3½% Water Soluble Arsenious Oxide," borne on the labels, was false and misleading in that it conveyed the meaning and impression, and deceived and misled the purchaser into the belief, that the article contained water-soluble arsenious oxide in a proportion not greater than 3½ per cent thereof, whereas it contained water-soluble arsenious oxide in a proportion greater than 3½ per cent thereof.

On February 21, 1916, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$50.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.



**252. Adulteration and misbranding of "Carpenter's Imperial Brand Kerosine Emulsion." U. S. v. Carpenter-Udell Chemical Company. Plea of guilty. Fine, \$50. (I. & F. No. 323. Dom. No. 8246.)**

On February 8, 1916, the United States attorney for the Western District of Michigan, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Carpenter-Udell Chemical Co., a corporation, Grand Rapids, Mich., alleging the shipment by said defendant, on June 13, 1913, from the State of Michigan into the State of Illinois, of a quantity of an article designated "Carpenter's Imperial Brand Kerosine Emulsion," which was adulterated and misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 24 packages, each labeled in part as follows: "Carpenter's Imperial Brand Kerosine Emulsion \* \* \* Made over the following formula: Kerosine Oil, 1 gallon Soap, 2 pounds Water, 1 gallon Manufactured by Carpenter-Udell Chemical Co. Grand Rapids, Mich. \* \* \*"

Adulteration of the article was alleged in the information in that it was an insecticide, and its strength and purity fell below the professed standard and quality under which it was sold, in this, that the statement, borne on each of the labels, "Made over the following formula: Kerosine Oil, 1 gallon Soap, 2 pounds Water, 1 gallon," professed that the article contained kerosene oil in the proportion of 1 gallon, soap in the proportion of 2 pounds, and water in the proportion of 1 gallon, whereas the article contained kerosene oil in a proportion less than 1 gallon, soap in a proportion less than 2 pounds, and water in a proportion greater than 1 gallon, said kerosene and soap being substances having insecticidal properties, and said water being a substance which does not prevent, destroy, repel, or mitigate insects. Misbranding of the article was alleged in that it was an insecticide, and the statement, borne on each of the labels, "Made over the following formula: Kerosine oil, 1 gallon Soap, 2 pounds Water, 1 gallon," was false and misleading in that it conveyed the meaning and impression, and was calculated to deceive and mislead the purchaser into the belief, that the article contained kerosene oil in the proportion of 1 gallon, soap in the proportion of 2 pounds, and water in the proportion of 1 gallon, whereas the article contained kerosene oil in a proportion less than 1 gallon, soap in a proportion less than 2 pounds, and water in a proportion greater than 1 gallon. Misbranding was alleged further in that the article was an insecticide other than Paris greens and lead arsenates, and it consisted partially of an inert substance, water, which substance does not prevent, destroy, repel, or mitigate insects, and the name and the percentage amount of the inert ingredient were not stated plainly and correctly on each or any of the labels, nor, in lieu of the name and the percentage amount of the inert ingredient, were the names and percentage amount of each and every ingredient of the article having insecticidal properties, and the total percentage of the inert ingredient, stated plainly and correctly on each or any of the labels.

On February 21, 1916, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$50.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

**253. Misbranding of "DePree's Paraform Candle." U. S. v. The DePree Chemical Company. Plea of guilty. Fine, \$25 and costs. (I. & F. No. 399. Dom. No. 9829.)**

On June 26, 1916, the United States attorney for the Western District of Michigan, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the DePree Chemical Co., a corporation, Holland, Mich., alleging the shipment by said defendant, on February 11, 1915, from the State of Michigan into the State of Kansas, of a quantity of an article designated "DePree's Paraform Candle," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 144 metallic containers, each labeled as follows: "DePree's Paraform Candle The DePree Chemical Co.



Chicago, Ill. Holland, Mich. Remove this cover, light wick underneath. Set candle in a shallow dish of water. Do not neglect this latter precaution." Each metallic container was inclosed in a carton labeled as follows: "DePree's Paraform Candle Size No. 1 Recommended for 1000 cubic feet. The DePree Chemical Co. Chicago, Illinois. Holland, Mich. Windsor, Ont."

Misbranding of the article was alleged in the information in that it was a fungicide, and that it consisted partially of an inert substance, water, which does not prevent, destroy, repel, or mitigate fungi, and the name and the percentage amount of the inert ingredient were not stated plainly and correctly, or at all, on each or any of the labels on the metallic containers or the cartons, nor, in lieu of the name and the percentage amount of the inert ingredient, were the names and percentage amounts of each and every ingredient having fungicidal properties and the total percentage of the inert ingredient present, stated plainly and correctly, or at all, on each or any of the labels on the metallic containers or the cartons.

On July 6, 1916, the defendant pleaded guilty to the information, and the court imposed a fine of \$25 and costs.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

254. Misbranding of "San Tox Lotion of Larkspur and Sabadilla Seeds." U. S. v. The DePree Chemical Company. Plea of guilty. Fine, \$25 and costs. (I. & F. No. 404. Dom. No. 9667.)

On June 26, 1916, the United States attorney for the Western District of Michigan, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against The DePree Chemical Co., a corporation, Holland, Mich., alleging the shipment by said defendant, on November 20, 1914, from the State of Michigan into the State of South Carolina, of an article designated "San Tox Lotion of Larkspur and Sabadilla Seeds," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in six bottles, each labeled in part as follows: "San Tox Lotion of Larkspur and Sabadilla Seeds Poison \* \* \* Contains 50% alcohol. \* \* \* The De Pree Chemical Co., Chicago, Illinois, Laboratories: Holland, Mich." Each of the bottles was contained in a carton labeled as follows: "San Tox Lotion of Larkspur and Sabadilla Seeds Alcohol 50% Poison \* \* \* The De Pree Chemical Co., Chicago, Illinois. Laboratories: Holland, Mich. \* \* \*"

Misbranding of the article was alleged in the information in that it was an insecticide and fungicide, and it consisted partially of an inert substance, water, which does not prevent, destroy, repel, or mitigate insects or fungi, and the name and the percentage amount of the inert ingredient were not stated plainly and correctly, or at all, on each or any of the labels on the bottles containing the article or on each or any of the labels or cartons inclosing the bottles, nor in lieu of the name and the percentage amount of the inert ingredient, were the names and percentage amounts of each and every ingredient having insecticidal or fungicidal properties and the total percentage of the inert ingredient, stated plainly and correctly on each or any of the labels or cartons.

On July 6, 1916, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$25 and costs.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

255. Adulteration and misbranding of "Insect Powder." U. S. v. Benjamin L. Lambert (Lambert & Lowman). Plea of guilty. Fine, \$50. (I. & F. No. 359. Dom. No. 8591.)

At the March term, 1916, of the District Court of the United States for the Eastern District of Michigan, the United States attorney for said district, acting upon a report by the Secretary of Agriculture, filed in the said court an information against Benjamin

L. Lambert, Detroit, Mich., doing business under the name of Lambert & Lowman, alleging the shipment by said defendant, on February 7, 1914, from the State of Michigan into the State of West Virginia, of a quantity of an article designated "Insect Powder," which was adulterated and misbranded within the meaning of the Insecticide Act of 1910. The article was contained in cans, each labeled as follows: "Insect Powder For Bugs, Lice, Cockroaches, Bedbugs, Ants, Moths, Etc. It specially destroys Insect Life by the particular action on the Respiratory organs. Directions: For ants and roaches, sprinkle the powder around the places they most frequent; for moths and bedbugs, sprinkle over the carpets and into the joints and slats of the bedsteads. Dusted into the hair of dogs and cats it will destroy lice and fleas. For insects on plants, dust the powder on the leaves. To rid a room of mosquitoes or flies, close the doors and windows and sprinkle the powder about the room. Guaranteed by Lambert Pharmacal and Chemical Company, Detroit, Michigan to comply with Pure Food and Drugs Act of June 30, 1906. Serial No. 1998."

Adulteration of the article was alleged in the information in that it was an insecticide, and its strength and purity fell below the professed standard and quality under which it was sold: in this, that the words, "Insect Powder," borne on the label, professed that the article was insect powder, that is to say, that it consisted wholly of the powdered flower heads of pyrethrum, whereas the article did not consist wholly of the powdered flower heads of pyrethrum, but consisted wholly or for the most part of the powdered stems of pyrethrum and a salt of chromium. Adulteration of the article was alleged further in that it was an insecticide, and that substances had been substituted wholly or in part for the article in this, that the words, "Insect Powder," represented that the article consisted wholly of the powdered flower heads of pyrethrum, whereas other substances, to wit, powdered stems of pyrethrum and a salt of chromium, had been substituted wholly or in part for the article. Misbranding of the article was alleged in that it was an insecticide, (1) and the labels bore statements which were false and misleading, (2) and the article was labeled and branded so as to deceive and mislead the purchaser: in this, that the words, "Insect Powder," represented that the article consisted wholly of the powdered flower heads of pyrethrum, whereas it consisted wholly or for the most part of powdered stems of pyrethrum and a salt of chromium; and in this, that the statement, "It specially destroys Insect Life by the particular action on the Respiratory organs," represented that the article would destroy all insect life, whereas it would not destroy all insect life; and in this, that the statement, "Insect Powder For Bugs, Lice, Cockroaches, Bedbugs, Ants, Moths, Etc.," represented that the article would be effective against lice, cockroaches, ants, all bugs, and all moths, whereas it would not be effective against lice, cockroaches, ants, all bugs, and all moths; and in this, that the statement, "For ants and roaches, sprinkle the powder around the places they most frequent," represented that the article would be effective against ants and roaches when applied as directed, whereas it would not be effective against ants and roaches when so applied; and in this, that the statement, "for moths and bedbugs, sprinkle over the carpets and into the joints and slats of the bedsteads," represented that the article would be effective against moths when applied as directed, whereas it would not be effective against moths when so applied; and in this, that the statement, "Dusted into the hair of dogs and cats it will destroy lice and fleas," represented that the article would be effective against lice and fleas on dogs and cats when applied as directed, whereas it would not be effective against lice and fleas on dogs and cats when so applied; and in this, that the statement, "For insects on plants, dust the powder on the leaves," represented that the article would destroy all insects which attack and infest plants when applied as directed, whereas the article would not destroy all insects which attack and infest plants when so applied; and in this, that the statement, "To rid a room of mosquitoes or flies close the doors and windows and sprinkle the powder about the



room." represented that the article would be effective against mosquitoes and flies when used as directed, whereas it would not be effective against mosquitoes and flies when so used.

On May 15, 1916, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$50.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

**256. Misbranding of "ZiratoL." U. S. v. Nine Hundred and Thirty-six Bottles and Six Jugs of ZiratoL. Consent decree of condemnation and forfeiture. Product ordered released on bond.** (I. & F. No. 396. S. No. 29. Dom. Nos. 10121, 10529, 10530, 10531, 10532, 10533.)

On December 20, 1915, the United States attorney for the Eastern District of Michigan, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and condemnation of 936 bottles and 6 jugs, more or less, of an article, designated "ZiratoL" at Detroit, Mich. It was alleged in the libel that the article had been shipped by Bristol-Myers Co., New York, N. Y., and transported in original unbroken packages from the State of New York into the State of Michigan, and was misbranded within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in that it was a fungicide, and that it was labeled and branded so as to deceive and mislead the purchaser thereof: in this, that the labels on the bottles and jugs bore the statement, "ZiratoL \* \* \* A Powerful Antiseptic and Germicide of the Naphthalene Series \* \* \* Ten Times More Efficient Than Carbolic Acid"; and that cartons, enclosing the bottles, bore the statement, "ZiratoL \* \* \* A Powerful Antiseptic and Germicide of the Naphthalene Series. \* \* \* Ten times more Powerful Than Carbolic acid"; and that certain pamphlets or folders, inclosed in the cartons with the bottles, bore the statement, "ZiratoL \* \* \* An Ideal Antiseptic and Germicide \* \* \* Ten Times More Efficient Than Carbolic Acid"; and that certain pamphlets or folders, inclosed in the cartons with the bottles, bore the statement, "ZiratoL \* \* \* An ideal antiseptic and germicide Ten times stronger \* \* \* than carbolic acid," which statements represented that the article was ten times more efficient, ten times more powerful, and ten times stronger, as a germicide, than carbolic acid; whereas the article was not ten times more efficient, was not ten times more powerful, and was not ten times stronger, as a germicide, than carbolic acid; and in this, that certain pamphlets or folders, enclosed in the cartons with the bottles, bore the statements, "Compared with the bactericidal action of Carbolic Acid by the method of the Hygienic Laboratory of the Marine Hospital Service, ZiratoL has the Carbolic Acid Coefficient of more than Ten, that is, ZiratoL is Ten Times stronger than Carbolic Acid"; and that certain pamphlets or folders, inclosed in the cartons with the bottles, bore the statements, "Compared with the bactericidal action of Carbolic Acid by the method of the Hygienic Laboratory of the Marine Hospital Service, ZiratoL has the Carbolic Acid Coefficient of more than Ten, that is, ZiratoL is Ten Times more efficient than Carbolic Acid," which statements represented that the article had a carbolic coefficient of more than 10, and that the article was ten times stronger and ten times more efficient in bactericidal action than carbolic acid; whereas the article had a carbolic acid coefficient of much less than 10, and the article was not ten times stronger, or ten times more efficient in bactericidal action than carbolic acid; and in this, that certain pamphlets or folders, inclosed in the cartons with the bottles, bore the statement, "Compared with the bactericidal action of carbolic acid by the method of the Hygienic Laboratory of the Marine Hospital Service, ZiratoL has the Carbolic Acid Coefficient of 13, that is, ZiratoL is thirteen times stronger than Carbolic Acid," which statement represented that the article had a carbolic acid coefficient of 13, and that the article was thirteen times stronger in bactericidal action than carbolic acid; whereas the article had a carbolic coefficient much less than 13, and



the article was not thirteen times stronger in bactericidal action than carbolic acid; and in this, that certain pamphlets or folders, inclosed in the cartons with the bottles, bore the statement, "Bearing in mind the fact that Ziratul is ten times more Efficient in its bactericidal power than Carbolic acid, it will be readily understood that one per cent. solutions of Ziratul are amply sufficient for practically all purposes, because even in that dilution it is stronger than a ten per cent. solution of Carbolic Acid", which statement represented that the article was ten times more efficient in bactericidal power than carbolic acid, and that a 1 per cent solution of the article was stronger than a 10 per cent solution of carbolic acid, whereas the article was not ten times more efficient in bactericidal power than carbolic acid, and a 1 per cent solution of the article was not stronger than a 10 per cent solution of carbolic acid; and in this, that certain pamphlets or folders, enclosed in the cartons with the bottles, bore the statement, "Bearing in mind the fact that Ziratul is thirteen times More Efficient in its bactericidal power than Carbolic acid, it will be readily understood that 1 per cent solutions of Ziratul are amply sufficient for practically all purposes, because even in that dilution it is stronger than a 10 per cent solution of Carbolic acid", which statement represented that the article was thirteen times more efficient in bactericidal power than carbolic acid, and that a 1 per cent solution of the article would be stronger than a ten per cent solution of carbolic acid; whereas the article was not thirteen times more efficient in bactericidal power than carbolic acid, and a 1 per cent solution of the article was not stronger than a 10 per cent solution of carbolic acid; and in this, that certain pamphlets or folders, inclosed in the cartons with the bottles, bore statements which represented that the article had a phenol coefficient of 13.66, and that the article was more than ten times as efficient in germicidal power than pure carbolic acid, whereas the article had a phenol coefficient much less than 13.66, and the article was not ten times more efficient in germicidal power than carbolic acid; and in this, that certain pamphlets or folders, inclosed in the cartons with the bottles, bore the statement, "Ziratul in dilution of 1 : 1500 kills the Typhoid Bacillus in 2½ minutes, thus proving that it is strongly active in very weak solutions"; which statement represented that the article in a dilution of 1 part thereof to 1,500 parts of water would kill the typhoid bacillus in two and one-half minutes, whereas the article in a dilution of 1 part thereof to 1,500 parts of water would not kill the typhoid bacillus in two and one-half minutes.

On June 5, 1916, claimants of the goods having appeared and filed an answer to libel and having consented to a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the goods should be released upon execution of a bond, in conformity with section 10 of the act.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

**257. Adulteration and misbranding of "Grasselli Bordeaux Mixture Powdered." U. S. v. The Grasselli Chemical Company. Plea of guilty. Fine, \$25. (I. & F. No. 348. Dom. No. 3482.)**

On December 28, 1915, the United States attorney for the District of New Jersey, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Grasselli Chemical Co., a corporation, Grasselli, N. J., alleging the shipment by said defendant, on February 24, 1914, from the State of New Jersey into the State of Missouri, of a quantity of an article, designated "Grasselli Bordeaux Mixture Powdered," which was adulterated and misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 10 kegs, each labeled in part as follows: "Manufactured by The Grasselli Chemical Co., Cleveland, New York, Chicago. Grasselli Trade Mark 5 lbs. Grasselli Bordeaux Mixture Powdered Analysis Active Ingredient, Copper 12%, Inert Ingredients 88%. Copper Expressed as Copper Oxid 15% \* \* \*."

Adulteration of the article was alleged in the information in that it was a fungicide, and the strength and purity thereof fell below the professed standard and quality under which it was sold: in this, that the words, "Bordeaux Mixture Powdered", professed that the article was Bordeaux mixture, and that the statement, "Analysis Active Ingredient, Copper 12%, Inert Ingredients 88%. Copper Expressed as Copper Oxid 15%", professed that the article contained copper in the proportion of 12 per cent thereof, and copper expressed as copper oxid in the proportion of 15 per cent thereof, whereas the article was not Bordeaux mixture but was a mixture of Bordeaux mixture and lead arsenate, and the article contained copper in a proportion less than 12 per cent, and contained copper expressed as copper oxid in a proportion less than 15 per cent. Adulteration was alleged further in that the article was a fungicide, and that the statement, "Bordeaux Mixture Powdered", purported that the article was Bordeaux mixture, whereas a substance other than Bordeaux mixture, to wit, lead arsenate, had been substituted in part for the article. Misbranding of the article was alleged in that it was a fungicide, (1) and the labels bore statements regarding the article and the ingredients therein which were false and misleading, (2) and the article was labeled and branded so as to deceive and mislead the purchaser: in this, that the statement, "Bordeaux Mixture Powdered", represented that the article was Bordeaux mixture, whereas it was not Bordeaux mixture, but was a mixture of Bordeaux mixture and lead arsenate; and in this, that the statement, "Active Ingredient, Copper 12%, Inert Ingredients 88%. Copper Expressed as Copper Oxid 15%", represented that the article contained copper in the proportion of 12 per cent thereof, and copper in the proportion of 15 per cent thereof expressed as copper oxid, whereas the article contained copper in a proportion less than 12 per cent thereof, and copper in a proportion less than 12 per cent thereof expressed as copper oxid; and in this, that the statement, "5 lbs.", represented that each of the packages contained 5 pounds of the article, whereas each of the packages contained less than 5 pounds thereof. Misbranding was alleged further in that the article was a fungicide, and was in package form, and the contents were stated in terms of weight, but they were not plainly and correctly stated on the outside of the package in this, that the statement, "5 lbs.", borne on each of the labels on each of the packages, operated to state that the contents of each of the packages were 5 pounds of the article, whereas the contents of each of the packages were less than 5 pounds of the article. Misbranding was alleged further in that the article was a fungicide, and that it contained arsenic in a combination thereof, and the total amount of arsenic so present in the article was not stated (expressed as per centum of metallic arsenic), or at all, on each or any of the labels. Misbranding was alleged further in that the article consisted partially of inert substances, to wit, substances other than copper and lead arsenate, which inert ingredients do not prevent, destroy, repel, or mitigate insects or fungi, and the names and the percentage amounts of each and every one of the inert ingredients were not plainly and correctly stated on each or any of the labels, nor, in lieu of the name and the percentage amount of each and every one of the inert ingredients, were the correct names and percentage amounts of each and every ingredient having insecticidal and fungicidal properties, and the total percentage of the inert ingredients stated plainly on each or any of the labels.

On January 17, 1916, the defendant entered a plea of not guilty to the information. On February 28, 1916, the plea of not guilty was withdrawn and a plea of guilty entered, and the court imposed a fine of \$25.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.



258. Misbranding of "Aphine." U. S. v. Aphine Manufacturing Company. Plea of guilty. Fine, \$25. (I. & F. No. 304. Dom. No. 7560.)

On May 24, 1915, the United States Attorney for the District of New Jersey, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Aphine Manufacturing Co., a corporation, Madison, N. J., alleging the shipment by said defendant, on October 28, 1912, from the State of New Jersey into the State of Louisiana, of a quantity of an article designated "Aphine", which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 12 cans, each labeled in part as follows: "Aphine The insecticide that kills plant lice of every species. One Pint, Price 65 cents. Manufactured by Aphine Manufacturing Co. Madison, N. J. Shake well before using Aphine is effective against all plant sucking insects infesting flowers, foliage, fruits and vegetables. Guaranteed by Aphine Manufacturing Co. under the Insecticide Act of 1910. Serial No. 288. Directions \* \* \* To kill Thrips, Red Spider, Slugs or Ants, 1 part Aphine to 20 to 25 parts water. To kill Mealy Bug, White and Brown Scale, 1 part Aphine to 12 to 15 parts water. When applying use a fine spray or atomizer and apply with force if possible. Care should be used to reach the stems and under leaf. When dipping, keep plants in motion while applying. When washing plants apply with a soft sponge. Aphine is a contact remedy and to be effective it must touch the insects. \* \* \*"

Misbranding of the article was alleged in the information in that it was an insecticide, (1) and the labels of the cans containing the article bore statements regarding the article which were false and misleading, (2) and the article was labeled so as to deceive and mislead the purchaser: in this, that the statement, "The insecticide that kills plant lice of every species," represented that the article would be practicable and adapted for killing all species of plant lice, whereas it would not be practicable and adapted for killing all species of plant lice; and in this, that the statement, "Aphine is effective against all plant sucking insects infesting flowers, foliage, fruits and vegetables," represented that the article would be effective against all plant sucking insects that infest flowers, foliage, fruits and vegetables, whereas it would not be effective against all plant sucking insects that infest flowers, foliage, fruits and vegetables; and in this, that the statement, "To kill Thrips, Red Spider, Slugs or Ants, 1 part Aphine to 20 to 25 parts water. \* \* \* When applying use a fine spray or atomizer and apply with force if possible. Care should be exercised to reach the stems and under leaf. When dipping, keep plants in motion while applying. When washing plants apply with a soft sponge. Aphine is a contact remedy and to be effective it must touch the insects," represented that the article would be effective against red spider and ants if used and applied in the said proportions and strengths and in the said method and manner, whereas it would not be effective against red spider and ants when used and applied in the said proportions and strengths and in the said method and manner; and in this, that the statement, "To kill Mealy Bug, White and Brown Scale, 1 part Aphine to 12 to 15 parts water. When applying use a fine spray or atomizer and apply with force if possible. Care should be exercised to reach the stems and under leaf. When dipping, keep plants in motion while applying. When washing plants apply with a soft sponge. Aphine is a contact remedy and to be effective it must touch the insects," represented that the article would be effective against mealy bug if used and applied in the said proportions and strengths and in the said method and manner, whereas it would not be effective against mealy bug when used and applied in the said proportions and strengths and in the said method and manner.

On June 28, 1915, the defendant entered a plea of not guilty to the information. On February 29, 1916, the plea of not guilty was withdrawn and a plea of guilty entered, and the court imposed a fine of \$25.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

257. Adulterating and misbranding of "Scaline." U. S. v. Aphine Manufacturing Company. Plea of guilty. Fine, \$100. (I. & F. No. 306. Dom. Nos. 5204, 7355, 8985, 8356.)

On November 19, 1915, the United States attorney for the District of New Jersey, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information, in four counts, against the Aphine Manufacturing Co., a corporation, Madison, N. J., alleging the shipment by said defendant, of quantities of an article designated "Scaline," contained in cans, which was adulterated and misbranded within the meaning of the Insecticide Act of 1910, as follows: On December 16, 1912, from the State of New Jersey into the State of New York, 6 cans; on January 1, 1913, from the State of New Jersey into the State of Pennsylvania, 12 cans; on September 30, 1913, from the State of New Jersey into the State of Ohio, 6 cans; and on February 18, 1914, from the State of New Jersey into the District of Columbia, 6 cans.

Adulteration of the article in each of the four shipments was alleged in the information in that it was an insecticide and fungicide other than Paris green and lead arsenate, and the statement, borne on each of the labels, "Scaline consists of 75 per cent petroleum, 5 per cent sulphur," professed that the article was of the standard and quality of strength and purity of containing sulphur in the proportion of 5 per cent thereof and petroleum in the proportion of 75 per cent thereof, said sulphur and said petroleum being substances having insecticidal properties, whereas the strength and purity of the article fell below said professed standard and quality, in that the article contained sulphur in a proportion less than 5 per cent thereof, and petroleum in a proportion less than 75 per cent thereof.

Misbranding of the article in each of the four shipments was alleged in the information in that it was an insecticide and fungicide, (1) and each of the labels bore a statement regarding the article and the ingredients therein which was false and misleading, (2) and the article was labeled and branded so as to deceive and mislead the purchaser: in this, that the statement, borne on each of the labels, "Scaline consists of 75 per cent petroleum, 5 per cent sulphur," represented that the article contained petroleum in the proportion of 75 per cent thereof, and sulphur in the proportion of 5 per cent thereof, whereas the article contained sulphur in a proportion less than 5 per cent thereof, and petroleum in a proportion less than 75 per cent thereof.

Misbranding of the article shipped on December 16, 1912, was alleged further in that it was an insecticide and fungicide, (1) and the labels bore statements regarding the article and the ingredients and substances contained therein which were false and misleading, (2) and the article was labeled and branded so as to deceive and mislead the purchaser: in this, that the statement, borne on each of the labels, "For San Jose scale, cottony maple scale, oyster shell scale and all sap sucking insects. In dormant season use one part Scaline to twenty parts water (If trees or plants are badly affected a slightly stronger solution is recommended). In the growing season use one part Scaline to forty or fifty parts water," represented that the article would be effective against oyster-shell scale and all sap sucking insects when applied to infested trees or plants in the dormant and growing seasons in the proportions directed, whereas the article would not be effective against oyster-shell scale or all sap sucking insects when applied to infested trees or plants in the proportions and in the seasons as directed; and in this, that the statement, borne on each of the labels, "Scaline is recommended for trees, shrubs and hardy plants. The sulphur contained therein will act as a preventive for various blights to which hardy stock is subject," represented that the sulphur contained in the article would prevent all blights to which hardy plants are subject, whereas the sulphur contained in the article would not prevent all blights to which hardy plants are subject.

Misbranding of the article in the three shipments of January 1, 1913, September 30, 1913, and February 18, 1914, respectively, was alleged further in that it was an insecti-



cise and fungicide, (1) and the labels bore statements regarding the article and the ingredients and substances contained therein which were false and misleading, (2) and the article was labeled and branded so as to deceive and mislead the purchaser: in this; that the statement, borne on each of the labels, "For San Jose scale, cottony maple scale, oyster shell scale and all sap sucking insects. In dormant season, for scale, use one part Scaline to twenty parts water. (If trees or plants are badly affected, a slightly stronger solution is recommended. In the growing season, for aphids, red spider and thrips, use one part Scaline to forty to fifty parts water," represented that the article would be effective against oyster-shell scale, against all sap-sucking insects, and against thrips when applied to infested trees or plants in the dormant and growing seasons in the proportions directed, whereas the article would not be effective against oyster-shell scale, or all sap-sucking insects, or thrips, when applied to infested trees or plants in the proportions and in the seasons as directed; and in this, that the statement, borne on each of the labels, "Scaline is recommended as an out-door spray for trees, shrubs and hardy plants. The sulphur contained therein will act as a preventive for various blights to which hardy plants are subject," represented that the sulphur contained in the article would prevent all blights to which hardy plants are subject, whereas the sulphur contained in the article would not prevent all blights to which hardy plants are subject.

Misbranding of the article in each of the four shipments was alleged further in that it was an insecticide and fungicide other than Paris greens and lead arsenates, and that it consisted partially of an inert substance, to wit, water, which does not prevent, destroy, repel, or mitigate insects or fungi, and the name and the percentage amount of the inert ingredient were not stated plainly and correctly on each or any of the labels of the packages, nor, in lieu of the name and percentage amount of the inert ingredient, were the names and the percentage amounts of each and every ingredient of the article having insecticidal and fungicidal properties, and the total percentage of the inert ingredient, stated plainly and correctly on each or any of the labels.

On December 13, 1915, the defendant entered a plea of not guilty to the information; on February 29, 1916, the plea of not guilty was withdrawn and a plea of guilty entered, and the court imposed a fine of \$100.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

260. Adulteration and misbranding of "Ferris Cedarol No. 1." U. S. v. Ferris Chemical Company. Plea of guilty. Fine, \$25. (I. & F. No. 341. Dom. No. 8342.)

On December 28, 1915, the United States attorney for the District of New Jersey, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Ferris Chemical Co., a corporation, Upper Black Eddy, Pa., alleging the shipment by said defendant, on September 4, 1913, from the State of New Jersey into the State of Michigan, of a quantity of an article designated "Ferris Cedarol No. 1", which was adulterated and misbranded within the meaning of the Insecticide Act of 1910. The article was contained in five packages, each labeled as follows: "Ferris Cedarol No. 1 A new product of Red Cedar and Coal Tar. The greatest known Insecticide Germicide and Disinfectant. Directions use an atomizer for furs and fine garments. A small oil can for bugs, roaches etc will not soil the finest fabric No Poison. Ferris Chemical Co. Trenton, N. J. Price 50 cents."

Adulteration of the article was alleged in the information in that its strength and purity fell below the professed standard and quality under which it was sold, in this, that the statement, "Ferris Cedarol No. 1 A new product of Red Cedar and Coal Tar," borne on the labels, professed that the article was of the standard and quality of being composed wholly, or in a large, important, and essential proportion, of cedar

oil or other substances derived and obtained from red cedar, and of substances derived and obtained from coal tar, whereas the article was composed essentially and for the most part of a substance, to wit, light petroleum, other than cedar oil, and other than a substance derived and obtained from red cedar or from coal tar, and contained only a small and unimportant proportion of an oil of the nature of cedar oil and only a small and unimportant proportion of a substance, to wit, nitrobenzene, derived and obtained from coal tar. Adulteration was alleged further in that the article was an insecticide and fungicide other than Paris greens and lead arsenates, and that a substance or substances had been substituted in part for the article, in this, that the statement, "Ferris Cedarol No. 1 A new product of Red Cedar and Coal Tar," borne on the labels, purported and professed that the article was composed wholly, or in a large, important, and essential proportion, of cedar oil or other substance or substances derived and obtained from red cedar, and of a substance or substances derived from coal tar, whereas the article was composed and consisted essentially, mainly, and for the most part of a substance, to wit, light petroleum, other than cedar oil, and other than a substance derived and obtained from coal tar, and the article contained only a small and unimportant proportion of an oil of the nature of cedar oil, and only a small and unimportant proportion of a substance or substances, to wit, nitrobenzene, derived and obtained from coal tar, and the substance, light petroleum, was substituted in part for cedar oil or other substance or substances derived and obtained from red cedar, and for a substance or substances derived and obtained from coal tar.

Misbranding of the article was alleged in that it was an insecticide and fungicide, (1) and the labels of the packages bore statements regarding the article which were false and misleading, (2) and the article was labeled and branded so as to deceive and mislead the purchaser: in this, that the statement, "Ferris Cedarol No. 1 A new product of Red Cedar and Coal Tar," represented that the article was composed and consisted wholly, or in a large, important and essential proportion, of cedar oil or other products or substances derived and obtained from red cedar, and of a substance or substances derived and obtained from coal tar, whereas the article was composed and consisted essentially and for the most part, of a substance or substances, to wit, light petroleum, other than cedar oil and other than a substance derived and obtained from red cedar or from coal tar, and contained only a small and unimportant proportion of an oil of the nature of cedar oil, and only a small and unimportant proportion of a substance, to wit, nitrobenzene, derived and obtained from coal tar; and in this, that the statement, "The greatest known Insecticide Germicide and Disinfectant," represented that the article was the best and most effective insecticide known, and that the article was an excellent and effective germicide and disinfectant, whereas the article was not the best and most effective insecticide known, and was not a good or effective germicide and disinfectant; and in this, that the statement, "A small oil can for bugs roaches etc will not soil the finest fabric," represented that the article would be effective against all bugs and all insects, whereas the article would not be effective against all bugs and all insects; and in this, that the statement "No Poison," represented that the article did not contain an ingredient which was poisonous, and that the article was not poisonous, whereas the article contained an ingredient, to wit, nitrobenzene, which was poisonous, and by reason of containing the said ingredient the article was poisonous.

On April 4, 1916, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$25.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.



261. Adulteration and misbranding of "Vreeland's Electro Bordo-Pulp." U. S. v. The Vreeland Chemical Company. Plea of guilty. Fine, \$25. (I. & F. No. 325. Dom. Nos. 1457, 1459.)

On March 2, 1916, the United States attorney for the District of New Jersey, acting upon a report by the Secretary of Agriculture, filed, in the District Court of the United States for said district, an information, in two counts, against the Vreeland Chemical Co., a corporation, Little Falls, N. J., alleging the shipment by said defendant, on April 8, 1914, and on June 28, 1913, from the State of New Jersey into the State of Maryland, of quantities of an article designated "Electro Bordo-Pulp," which were adulterated and misbranded within the meaning of the Insecticide Act of 1910. The article shipped on June 28, 1913, was contained in a keg, and that shipped on April 8, 1914, was contained in 15 packages, the article in each shipment being labeled in part as follows: "Vreeland's 'Electro' Bordo-Pulp For Fungi Diseases—Wilt, Mildew. \* \* \* Active Ingredient Copper, 5.58 to 6.25% Inert Ingredients, 93.75 to 94.42% Manufactured by The Vreeland Chemical Co. 50 Church Street, New York. Factory, Little Falls, New Jersey. Directions Potato Vines Tomato Plants Egg Plants Grape Vines Use 8 to 10 lbs. in 50 gallons of Water. Apple Melons Cucumbers Lima Beans Peppers Use 6 to 8 lbs. in 50 gallons of Water. \* \* \*"

Adulteration of the article in the shipment of June 28, 1913, was alleged in the information in that it was a fungicide, and that its strength and purity fell below the professed standard and quality under which it was sold, in this, that the statement, "Active Ingredient Copper, 5.58 to 6.25% Inert Ingredients, 93.75 to 94.42%," borne on the labels of the keg containing the article, professed that the article contained copper in the proportion of  $5\frac{58}{100}$  to  $6\frac{25}{100}$  per cent thereof, and inert ingredients in the proportion of  $93\frac{75}{100}$  to  $94\frac{42}{100}$  per cent thereof, whereas the article contained copper in a proportion less than  $5\frac{58}{100}$  per cent, and inert ingredients in a proportion greater than  $94\frac{42}{100}$  per cent thereof, said copper being a substance having insecticidal properties, and said inert ingredients being substances which did not prevent, destroy, repel, or mitigate fungi. Misbranding of the article in the shipment of June 28, 1913, was alleged in that it was a fungicide, and the statement borne on the package containing the article, "Active Ingredient Copper, 5.58 to 6.25% Inert Ingredients, 93.75 to 94.42%," was false and misleading in that it conveyed the meaning and impression, and was calculated to deceive and mislead the purchaser into the belief, that the article contained copper in the proportion of  $5\frac{58}{100}$  to  $6\frac{25}{100}$  per cent thereof, and inert ingredients in the proportion of  $93\frac{75}{100}$  to  $94\frac{42}{100}$  per cent thereof, whereas the article contained copper in a proportion less than  $5\frac{58}{100}$  per cent thereof, and contained inert ingredients in a proportion greater than  $94\frac{42}{100}$  per cent thereof.

Misbranding of the article in both shipments was alleged in that it was a fungicide, (1) and the labels of the packages bore statements regarding the article which were false and misleading, (2) and the article was labeled and branded so as to deceive and mislead the purchaser in this, that the statement, "For Fungi Diseases—Wilt, Mildew," represented that the article would prevent, control, and exterminate all fungus diseases, all kinds and species of wilts, and all kinds and species of mildews, whereas it would not prevent, control, and exterminate all fungus diseases, all kinds and species of wilts, and all kinds and species of mildews; and in this, that the statements, "For Fungi Diseases—Wilt, Mildew," and "Potato Vines Tomato Plants Egg Plants Grape Vines Use 8 to 10 lbs. in 50 Gallons of Water. Apples Melons Cucumbers Lima Beans Peppers Use 6 to 8 lbs. in 50 Gallons of Water," represented that the article would prevent, control, and exterminate all fungus diseases, all kinds and species of wilts, and all kinds and species of mildews which attack or affect potato vines, tomato plants, egg plants, grape vines, apples, melons, cucumbers, Lima beans, and peppers, when applied in the strength and proportions directed, whereas the article would not prevent, control, and exterminate all fungus diseases, all kinds and species of wilts and mildews which attack or affect potato vines, tomato plants, egg plants, grape vines, apples, melons, cucumbers, Lima beans, and peppers, when

applied in the said strength and proportions directed; and in this, that the statement, "Apples Melons Cucumbers Lima Beans Peppers Use 6 to 8 lbs. in 50 Gallons of Water," represented that the article could be safely and without injurious effects used on, and applied to, apple trees at any time of the year, in the strength and proportions directed, whereas the article, used on, or applied to, apple trees in the late spring and early summer, in the strength and proportion directed, would cause serious russetting of the fruit of such apple trees, thereby causing the value of the crop to be lowered, reduced, and depreciated.

On April 4, 1916, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$25.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

**262. Adulteration and misbranding of "Bordeth." U. S. v. The Kil-Tone Company. Plea of guilty. Fine, \$10.** (I. & F. No. 376. Dom. No. 8840.)

On May 10, 1915, the United States attorney for the District of New Jersey, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against The Kil-Tone Co., a corporation, Newark, N. J., alleging the shipment by said defendant, on May 26, 1914, from the State of New Jersey into the State of Kentucky, of a quantity of an article designed and intended to be used as an insecticide and fungicide, designated, "Bordeth," which was adulterated and misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 22 drums, each labeled in part as follows: "Bordeth \* \* \* Guaranteed analysis: The contents of this package contains at least 20 per cent arsenic oxide and copper, equivalent to at least 15 per cent copper hydrate. Guaranteed under the Pure Food and Drug Act by The Kil-Tone Co., Newark, N. J. \* \* \*"

Adulteration of the article was alleged in the information in that its strength and purity fell below the professed standard and quality under which it was sold in this, that the statement, borne on the labels, "Guaranteed analysis: The contents of this package contains at least 20 per cent arsenic oxide," professed that the article contained arsenic oxide in a proportion not less than 20 per cent thereof, whereas the article contained arsenic oxide in a proportion much less than 20 per cent thereof, said arsenic oxide being a substance having insecticidal properties. Misbranding of the article was alleged (1) in that the labels of the drums bore a statement regarding the article and an ingredient therein which was false and misleading, (2) and in that the article was labeled and branded so as to deceive and mislead the purchaser in this, that the statement on the labels, "Guaranteed analysis: The contents of this package contains at least 20 per cent arsenic oxide," represented that the article contained arsenic oxide in a proportion of at least 20 per cent thereof, whereas the article contained arsenic oxide in a proportion much less than 20 per cent thereof. Misbranding was alleged further in that the article contained arsenic in a combination thereof, and the total amount of arsenic so present was not stated (expressed as per centum of metallic arsenic) on each or any of the labels on the packages. Misbranding was alleged further in that the article consisted partially of inert substances, to wit, substances other than copper and calcium arsenate, which inert ingredients do not prevent, destroy, repel, or mitigate insects or fungi, and the names and the percentage amounts of each and every one of said inert ingredients were not stated plainly and correctly on each or any of the labels, nor in lieu of the names and the percentage amounts of the inert ingredients, were the names and the percentage amounts of each and every ingredient of the article having insecticidal and fungicidal properties, and the total percentage of inert ingredients present, stated plainly and correctly on each or any of the labels.

On May 29, 1916, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$10.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.



263. Adulteration and misbranding of "Kiltone." U. S. v. The Kil-Tone Company. Plea of guilty. Fine, \$10. (I. & F. No. 358. Dom. No. 8523.)

On May 18, 1916, the United States attorney for the District of New Jersey, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against The Kil-Tone Co., a corporation, Newark, N. J., alleging the shipment by said defendant, on January 2, 1914, from the State of New Jersey into the State of Florida, of a quantity of an article designed and intended to be used as an insecticide and fungicide, designated "Kiltone," which was adulterated and misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 50 kegs, each labeled in part as follows: "Kil-Tone Kiltone Sticks to foliage A smooth paste Will not wash off A vegetable spray Increases crops Controls Bacteria Kills Chewing Pests Prevents Diseases \* \* \* Prevents fungus diseases such as blights, wilts, rots, molds, rusts, mildews, spots, etc. Analysis The contents of this package contains at least 7% of Arsenious Oxide, also, Copper equivalent to at least 8% Copper Hydrate. \* \* \* Kills all kinds of chewing insects which eat foliage or crops. \* \* \* The Kil-Tone Co., Newark, N. J."

Adulteration of the article was alleged in the information in that its strength and purity fell below the professed standard and quality under which it was sold, in this, that the statement, borne on the labels, "Analysis The contents of this package contains at least 7% of Arsenious Oxide, also Copper equivalent to at least 8% Copper Hydrate," professed that the article contained arsenious oxide in the proportion of at least 7 per cent, and copper in a proportion equivalent to at least 8 per cent of copper hydrate, whereas the article contained arsenious oxide in a proportion less than 7 per cent, and copper in a proportion equivalent to less than 8 per cent of copper hydrate, said arsenious oxide being a substance having insecticidal properties, and said copper being a substance having fungicidal properties.

Misbranding of the article was alleged (1) in that the labels of the kegs bore statements regarding the article and the ingredients therein which were false and misleading, and (2) that the article was labeled and branded so as to deceive and mislead the purchaser in this, that the statement, borne on the label, "Analysis The contents of this package contains at least 7% of Arsenious Oxide, also Copper equivalent to at least 8% Copper Hydrate," represented that the article contained arsenious oxide in a proportion of at least 7 per cent, and copper in a proportion equivalent to at least 8 per cent of copper hydrate, whereas the article contained arsenious oxide in a proportion less than 7 per cent, and copper in a proportion equivalent to less than 8 per cent of copper hydrate; and in this, that the statements, borne on the labels, "Kills Chewing Pests," and "Kills all kinds of chewing insects," represented that the article would kill all chewing pests and all kinds of chewing insects which affect and attack plant life, whereas it would not kill all chewing pests and all kinds of chewing insects which affect and attack plant life; and in this, that the statement borne on the labels, "Prevents Diseases," represented that the article would prevent all diseases which affect plant life, whereas it would not prevent all diseases which affect plant life; and in this, that the statement, borne on the labels, "Prevents fungus diseases such as blights, wilts, rots, molds, rusts, mildews, spots, etc.," represented that the article would prevent all fungus diseases and all blights, wilts, rots, molds, and spots, which attack and affect plant life, whereas the article would not prevent all fungus diseases and all blights, wilts, rots, molds, and spots; which attack and affect plant life; and in this, that the statement, borne on the labels, "Controls Bacteria," represented that the article would control all bacteria and all bacterial diseases which attack and affect plant life, whereas it would not control all bacteria and all bacterial diseases which attack and affect plant life; and in this, that the statement, borne on the labels, "Will not wash off," represented that the article, when applied to plants by spraying, would not be washed off such plants by rain and dew, whereas the article, when applied to plants by spraying, would be washed off

of such plants by rain and dew. Misbranding of the article was alleged further in that it contained arsenic in combinations thereof, and the total amount of the arsenic so present was not stated (expressed as per centum of metallic arsenic) on each or any of the labels of the kegs. Misbranding of the article was alleged further in that it contained arsenic in combinations thereof and in water-soluble forms, and the amount of said arsenic in water-soluble forms so present was not stated (expressed as per centum of metallic arsenic) on each or any of the labels of the kegs. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, substances other than zinc arsenite and copper, which inert ingredients do not prevent, destroy, repel, or mitigate insects or fungi, and the names and the percentage amounts of each and every one of said inert ingredients were not plainly and correctly stated on each or any of the labels of the kegs, nor in lieu of the names and the percentage amounts of the inert ingredients, were the names and percentage amounts of each and every ingredient of the article having insecticidal and fungicidal properties and the total percentage of inert ingredients present in the article stated plainly and correctly upon each or any of the labels.

On May 29, 1916, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$10.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

264. Adulteration and misbranding of "London Purple." U. S. v. Hemingway and Company. Plea of guilty. Fine, \$10. (I. & F. No. 365. Dom. No. 8602.)

On May 6, 1916, the United States attorney for the District of New Jersey, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Hemingway & Co., a corporation, Boundbrook, N. J., alleging the shipment by said defendant, on March 26, 1914, from the State of New Jersey into the State of Arkansas, of a quantity of an article designated "London Purple," designed and intended to be used as an insecticide, which was adulterated and misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 100 packages, each labeled as follows: "London Purple Hemingway's London Purple Co. Limited London, England. New York, U. S. A. \* \* \* Arsenic (As) in Water Soluble forms, 3%; \* \* \* Spraying. For the Potato Bug, Curculio, Codling Moth, Canker Worm, Pear Slug, Cabbage Worm, Cut Worm, All Leaf Eating Caterpillars, &c, &c, the following proportions are recommended. For Potatoes, one pound 'London Purple' to 100 gallons water. For Apple Trees, one pound 'London Purple' to 150 gallons of water. For Pear, Plum and Cherry, one pound 'London Purple' to 200 gallons of water. For Peach, one pound 'London Purple' to 300 gallons of water. The 'London Purple' should be mixed into a smooth paste before adding it to the water. Applying the mixture in fine spray so as not to deluge the foliage, first adding to it a quantity of quick-lime equal in weight to the 'London Purple' used to prevent any possibility of scorching, which might occur if the spraying were done carelessly and the lime omitted."

Adulteration of the article was alleged in the information in that it was an insecticide other than Paris green and lead arsenate, and that it was intended for use on vegetation and it contained a substance which, although preventing, destroying, repelling, or mitigating insects, was injurious to such vegetation when so used in this, that the statement, borne on the labels, "Spraying. For the Potato Bug, Curculio, Codling Moth, Canker Worm, Pear Slug, Cabbage Worm, Cut Worm, All Leaf Eating Caterpillars, &c, &c, the following proportions are recommended. \* \* \* For Pear, Plum and Cherry, one pound 'London Purple' to 200 Gallons water. For Peach, one pound 'London Purple' to 300 gallons of water. The 'London Purple' should be mixed into a smooth paste before adding it to the water. Apply the mixture in fine spray so as not to deluge the foliage, first adding to it a quantity



of quicklime equal in weight to the 'London Purple' used to prevent any possibility of scorching, which might occur if the spraying were done carelessly and the lime omitted", indicated and operated to state that the article was intended to be used on the plum tree and on the peach tree in the said strengths and proportions and in the said method and manner, for preventing, destroying, repelling, or mitigating insects, whereas, if used on the plum tree and on the peach tree in the said strengths and proportions and in the said method and manner, the article would cause injury to the foliage of the said trees.

Misbranding of the article was alleged in that it was an insecticide, (1) and that the labels thereof bore statements regarding the article and the ingredients therein which were false and misleading, (2) and that the article was labeled and branded so as to deceive and mislead the purchaser in this, that the statement, "Arsenic (As) in Water Soluble forms, 3%", represented that the article contained arsenic in water-soluble forms in the proportion of 3 per cent thereof, whereas it contained arsenic in water-soluble forms in a proportion much greater than 3 per cent thereof; and in this, that the statements, "Spraying. For the Potato Bug, Curculio, Codling Moth, Canker Worm, Pear Slug, Cabbage Worm, Cut Worm, All Leaf Eating Caterpillars, &c, &c, the following proportions are recommended. \* \* \* For Pear, Plum and Cherry, one pound 'London Purple' to 200 gallons of water. \* \* \* The 'London Purple' should be mixed into a smooth paste before adding it to the water. Apply the mixture in fine spray so as not to deluge the foliage, first adding to it a quantity of quicklime equal in weight to the 'London Purple' used to prevent any possibility of scorching, which might well occur if the spraying were done carelessly and the lime omitted," represented that the article, when prepared and applied in the strength and proportion and the method and manner directed, would not cause injury to the foliage of plum trees, whereas the article, when prepared and applied in the strength and proportion and in the method and manner directed, would cause injury to the foliage of plum trees; and in this, that the statements, "Spraying. For the Potato Bug, Curculio, Codling Moth, Canker Worm, Pear Slug, Cabbage Worm, Cut Worm, All Leaf Eating Caterpillars, &c, &c, the following proportions are recommended. \* \* \* For Peach, one pound 'London Purple' to 300 gallons of water. The 'London Purple' should be mixed into a smooth paste before adding it to the water. Apply the mixture in fine spray so as not to deluge the foliage, first adding to it a quantity of quicklime equal in weight to the 'London Purple' used to prevent any possibility of scorching, which might occur if the spraying were done carelessly and the lime omitted," represented that the article, when prepared and applied in the strength and proportion and in the method and manner directed, would not cause injury to the foliage of peach trees, whereas, the article, when prepared and applied in the strength and proportion and in the method and manner directed, would cause injury to the foliage of peach trees; and in this, that the statements, "Spraying. For the Potato Bug, Curculio, Codling Moth, Canker Worm, Pear Slug, Cabbage Worm, Cut Worm, All Leaf Eating Caterpillars, &c, &c, the following proportions are recommended. For Potatoes, one pound 'London Purple' to 100 gallons water. For Apple Trees, one pound 'London Purple' to 150 gallons of water. For Pear, Plum and Cherry, one pound 'London Purple' to 200 gallons water. For Peach, one pound 'London Purple' to 300 gallons of water. The 'London Purple' should be mixed into a smooth paste before adding it to the water. Apply the mixture in fine spray so as not to deluge the foliage", represented that the article, when prepared and applied in the strengths and proportions and in the method and manner directed, would be effective against all leaf-eating caterpillars which attack and affect potato plants, apple trees, pear trees, plum trees, cherry trees, and peach trees, whereas the article, when prepared and applied in the strengths and proportions and in the method and manner directed, would not be effective against all leaf-

eating caterpillars which attack and affect potato plants, apple trees, pear trees, plum trees, cherry trees, or peach trees.

On May 29, 1916, the defendant, Hemingway & Co., entered a plea of guilty to the information, and the court imposed a fine of \$10.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

265. Misbranding of "Caascu." U. S. v. Hemingway and Company. Plea of guilty. Fine, \$10. (I. & F. No. 355. Dom. No. 8883.)

On May 10, 1916, the United States attorney for the District of New Jersey, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Hemingway & Co., a corporation, Boundbrook, N. J., alleging the shipment by said defendant, on February 7, 1914, from the State of New Jersey into the State of California, of a quantity of an article designated "Caascu," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 20 cans, each labeled in part as follows: "Hemingway's 'Caascu' Pronounced K. S. Q. London Purple. Poison For Potato plants. Combined insecticide and fungicide. For grape vines. Prevents blight. Quickly kills the bug. Hemingway's London Purple Co., Ltd., 17 Battery Place, New York, London, Eng. Guaranteed by Hemingway & Co., Agents for Hemingway's London Purple Co., Ltd. \* \* \* Directions. Spray with 2½ lbs. of Caascu to each 50 gallons of water. \* \* \* (Note: 'Caascu' may be applied at greater strength, if desired, as it contains no soluble arsenic and therefore never burns.) \* \* \* Analysis: Copper hydrate, 12.00%; arsenic oxide, 34.00%; calcium hydroxide, 45.00%; iron oxide, silica, etc., 9.00%. Note: K. S. Q. combines the most valuable properties of Paris Green and Bordeaux Mixture, but contains No Paris Green or soluble arsenic, therefore K. S. Q. never burns the plant. 5 lbs. net'".

Misbranding of the article was alleged in the information in that it was an insecticide and fungicide, (1) and the labels of the cans bore statements regarding the article and the ingredients therein which were false and misleading, (2) and that the article was labeled and branded so as to deceive and mislead the purchaser in this, that the statement, "Analysis: Copper hydrate, 12.00%; arsenic oxide, 34.00%; calcium hydroxide, 45.00%; iron oxide, silica, etc., 9.00%," represented that the article contained arsenic oxide in the proportion of 34 per cent thereof and calcium hydroxide in the proportion of 45 per cent thereof, whereas the article contained arsenic oxide in a proportion less than 34 per cent thereof, and calcium hydroxide in a proportion much less than 45 per cent thereof; and in this, that the statements, "'Caascu' may be applied at greater strength, if desired, as it contains no soluble arsenic and therefore never burns," and "K. S. Q. combines the most valuable properties of Paris Green and Bordeaux Mixture, but contains No Paris Green or soluble arsenic, therefore K. S. Q. never burns the plant," represented that the article did not contain any soluble arsenic, whereas the article did contain soluble arsenic.

Misbranding of the article was alleged further in that it was an insecticide and fungicide other than Paris greens and lead arsenates, and that it contained arsenic in combinations thereof and the total amount of the said arsenic so contained in the article was not stated (expressed as per centum of metallic arsenic) on each or any of the labels. Misbranding was alleged further in that the article was an insecticide and fungicide other than Paris greens and lead arsenates, and that it contained arsenic in combinations thereof and in water-soluble forms, and the amount of the arsenic so present in water-soluble forms was not stated (expressed as per centum of metallic arsenic) on each or any of the labels. Misbranding was alleged further in that the article consisted partially of inert substances, to wit, water, calcium carbonate, calcium hydroxide, iron oxide, and aluminum oxide, which inert substances do not prevent, destroy, repel, or mitigate insects or fungi, and the names and the percentage amounts of each and every one of said inert ingredients were not stated plainly and



correctly on each or any of the labels, nor in lieu of the names and the percentage amounts of the inert ingredients, were the names and percentage amounts of each and every ingredient of the article having insecticidal or fungicidal properties, and the total percentage of the inert ingredients present, stated plainly and correctly on each or any of the labels.

On May 29, 1916, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$10.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

**266. Adulteration and misbranding of "Herrmann's Red Label Tonicide." U. S. v. Morris Herrmann (Morris Herrmann & Co.). Plea of guilty. Fine, \$25. (L. & F. No. 371. Dom. Nos. 8556, 8563, 9050.)**

On May 15, 1913, the United States attorney for the District of New Jersey, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information, in three counts, against Morris Herrmann, doing business under the name of Morris Herrmann & Co., New York, N. Y., alleging the shipment by said defendant, on March 14, 1914, from the State of New Jersey into the State of Michigan, on March 30, 1914, from the State of New Jersey into the State of Maryland, and on April 2, 1914, from the State of New Jersey into the State of Maryland, of quantities of an article called "Herrmann's Red Label Tonicide Paste", which were adulterated and misbranded within the meaning of the Insecticide Act of 1910. The article shipped on March 14, 1914, was contained in 20 packages or drums; that shipped on March 30, 1914, was contained in 1 package, and that shipped on April 2, 1914, was contained in 9 packages. Each of the packages in each of the shipments was labeled in part as follows: "One pound Insecticide Tonic Fungicide Herrmann's Red Label Tonicide Paste for Fruit and Shade Trees. Increases Crop: Strengthens Foliage; Kills External Chewing Pests before they injure Fruit or Foliage; Prevents Scab, Bitter Rot, etc. etc. Sticks Firmly to Foliage in Spite of Rain. \* \* \* Guaranteed by Morris Herrmann & Co., under the Insecticide Act of 1910. Serial No. 33, Manufactured by the Herrmann Laboratories for Insecticides and Fungicides Morris Herrmann & Co., 200 Fifth Ave., New York, Works, Newark, N. J. Fungus Control—The Fungicidal power of 'Tonicide' is due to copper in the form recommended by the Government and State Experiment Stations as the only sure control of Bitter Rot and Apple Blotch on apples and pears. 'Tonicide' is also recommended as a dormant spray for Leaf Curl, Scab and Brown Rot on peaches; and Plum Pocket and Brown Rot on plums. Red Label for Fruit and Shade Trees. \* \* \* 'Tonicide' controls the fungi, as well as the less resistant varieties. The copper in 'Tonicide' is so combined with the other chemicals as to give the highest possible protection against the russetting of fruit or burning of foliage. \* \* \* The arsenic in 'Tonicide' is so combined as to give quick killing power without danger or injury to foliage or fruit. Kills quickly the most resistant external chewing pests before they injure fruit or foliage. All are combined by a secret scientific process of manufacture to give unequalled adhesion, smoothness and freedom from grit as well as great insecticidal and fungicidal power, \* \* \* Sticks Longest Kills Quickly Mixes Easily Increases Yield Prevents Fungi Sprays Evenly Suspension Unequalled Does not Clog Nozzles. Directions for Using On Apples and Pears 1st Spraying—Before leaf buds open. 4 to 6 pounds to 50 gallons of water. 2nd Spraying—After leaves expand, but before flower buds open. 4 to 6 pounds to 50 gallons water. 3rd Spraying—When most of flower petals have fallen, but before calyx cups close. 4 to 6 pounds to 50 gallons water. 4th Spraying—Three weeks after third spraying. 4 to 6 pounds to 50 gallons water. 5th Spraying—Five to six weeks after fourth spraying. Very important to control Bitter Rot. 4 to 6 pounds to 50 gallons water. The second spraying may be omitted if the orchard is comparatively free from fungus diseases; otherwise it is essential. For the first, second and third sprayings use driving

spray. For the fourth and later sprayings use mist spray. For Peaches and Plums To control Leaf Curl, Scab, Brown Rot, etc., on peaches: Brown Rot, Plum Pockets, etc., on plums, spray before buds swell. 3 pounds to 50 gallons water. For later sprayings use self-boiled Lime Sulphur with arsenical. For Shade Trees Spray before pests or fungi appear. Later sprayings as necessary. 6 pounds to 50 gallons water. To Mix Work up with water to a cream and strain into tank".

Adulteration of the article in each of the shipments was alleged in the information in that it was an insecticide and fungicide, and that it was intended for use on vegetation, and contained a substance or substances which, although preventing, destroying, repelling, or mitigating insects, the article was injurious to such vegetation when so used, in this, that statements borne on the labels indicated and stated that the article was intended to be used on apple trees, in the strengths and proportions, at the times, and in the method and manner directed, whereas the article, when used on apple trees in the said strengths and proportions, at the said times, and in the said method and manner, would cause serious injury to the fruit of such apple trees.

Misbranding of the article was alleged in each count of the information in that it was an insecticide and fungicide, (1) and that the labels on the packages bore statements regarding the article which were false and misleading, (2) and that it was labeled and branded so as to deceive and mislead the purchaser in this, that statements borne on the labels represented that the article could be used on apple trees in the strength and proportions, at the times, and in the method and manner directed, on the label, without causing injury to the fruit of said apple trees, whereas the article, when used on apple trees in the strengths and proportions, at the times, and in the method and manner, directed on the labels, would cause serious injury to the fruit of such apple trees; and in this, that statements borne on the labels represented that the article, when used on fruit trees in the strengths and proportions and in the method and manner directed, would not be removed by rains, whereas the article, when used on fruit trees in the strengths and proportions and in the method and manner directed, would be removed by rains; and in this, that statements borne on the labels represented that the article, when used on fruit trees in the strength and proportion directed, would prevent all fungi and all fungus diseases which affect and attack fruit trees, whereas the article, when used on fruit trees in the strengths and proportions and in the method and manner directed, would not prevent all fungi and fungus diseases which affect and attack fruit trees.

On June 12, 1916, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$25.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

267. Misbranding of "Spratt's Dip." U. S. v. Spratt's Patent (America) Limited. Plea of guilty. Sentence suspended. (I. & F. No. 353. Dom. No. 8714.)

On May 10, 1915, the United States attorney for the District of New Jersey, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Spratt's Patent (America) Limited, a corporation, Newark, N. J., alleging the shipment by said defendant, on January 24, 1914, from the State of New Jersey into the State of California, of a quantity of an article designated "Spratt's Dip," designed and intended to be used as an insecticide, which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 72 cans, each labeled as follows: "Spratt's Dip \* \* \* It is far less poisonous to the higher animals than carbolic acid, and is relatively harmless and may be considered practically quite harmless in every respect except to parasites and insects. So much so is this the case that considerable quantities may be taken internally without bad effect. \* \* \* Sold in pt. cans, price 50c; ½ gal. cans, \$1.50; gal. cans \$3. \* \* \* Spratt's Patent Limited Factory & Chief Office



at Newark, N. J., Depots at San Francisco, Cal.; St. Louis, Mo.; Cleveland, O.; Boston, Mass.; Montreal, Can. Res. Supt. in Chicago, Ill. Factories also in London, England and Berlin, Germany."

Misbranding of the article was alleged in the information in that it was an insecticide, (1) and that the labels of the cans bore statements regarding the article which were false and misleading, (2) and that it was labeled and branded so as to deceive and mislead the purchaser in this, that the statements, "It is far less poisonous to the higher animals than carbolic acid, and is relatively harmless and may be considered practically quite harmless in every respect except to parasites and insects. So much so is this the case that considerable quantities may be taken internally without bad effect," borne on the labels, represented that the article would not be poisonous to domestic animals and that it could be taken internally by such animals in considerable quantities without injurious effects, whereas the article would be poisonous to domestic animals and it could not be taken internally by such animals in considerable quantities without injurious effects; and in this, that the statement, "Sold in pt. cans, price 50c;  $\frac{1}{2}$  gal. cans, \$1.50; gal. cans \$3," by reason of the comparative size of the cans, represented that each of the cans contained 1 pint of the article, whereas each of the cans contained less than 1 pint thereof.

Misbranding of the article was alleged further in that it was in package form and the contents were stated in terms of measure, but were not plainly and correctly stated on the outside of the package, in that the statement, "Sold in pt. cans, price 50c;  $\frac{1}{2}$  gal. cans \$1.50; gal. cans \$3," borne on each of the labels on the packages, operated to state, by reason of the comparative size of the cans, that the contents of each of the cans were 1 pint in measure, whereas the contents of each of the cans were less than 1 pint of the article. Misbranding of the article was alleged further in that it was an insecticide other than Paris greens and lead arsenates, and that it consisted partially of an inert substance, to wit, water, which does not prevent, destroy, repel, or mitigate insects, and the name and the percentage amount of said inert ingredient were not stated plainly and correctly, or at all, on each or any of the labels of the cans, nor in lieu of the name and the percentage amount of the inert ingredient, were the names and the percentage amounts of each and every ingredient having insecticidal properties and the total percentage of the said inert ingredient, stated plainly and correctly, or at all, on each or any of the labels of the cans.

On June 26, 1916, the defendant entered a plea of guilty to the information, and the court suspended sentence.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

**268. Misbranding of "Bug-No-More." U. S. v. The Pioneer Manufacturing Company. Plea of nolo contendere. Fine, \$25 and costs. (I. & F. No. 313. Dom. Nos. 8346, 8460.)**

On February 8, 1916, the United States attorney for the Northern District of Ohio, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information, in two counts, against the Pioneer Manufacturing Co., a corporation, Cleveland, Ohio, alleging the shipment by said defendant, on April 4, 1913, from the State of Ohio into the State of Illinois, and on May 24, 1913, from the State of Ohio into the State of Michigan, of quantities of an article designed and intended to be used as an insecticide, designated "Bug-No-More," which were misbranded within the meaning of the Insecticide Act of 1910. The article shipped on April 4, 1913, was contained in 40 packages, and that shipped on May 24, 1913, was contained in 20 packages.

Misbranding of the article in both shipments was alleged in the information in that it was an insecticide, (1) and the labels on the packages bore statements regarding the article which were false and misleading, (2) and the article was labeled and branded so

as to deceive and mislead the purchaser: in this, that the statement, borne on each of the labels, "Bug-No-More A Combined Bug Killer and Fertilizer," represented that the article would kill all bugs, whereas the article would not kill all bugs; and in this, that the statement, borne on each of the labels, "No Bug Can Live Potato Bugs, Cabbage, Cucumber, Squash, Cotton and Tobacco Bugs, Worms and other insects can not live where applied," represented that the article would be effective against all bugs, all worms, and all other insects, whereas the article would not be effective against all bugs, all worms, and all other insects; and in this, that the statement, borne on each of the labels, "No Plant Can Die Garden Truck, House Plants, Melons, Trees, Etc. cannot die as Bug-No-More not only fertilizes and makes them grow, but kills the Bugs which otherwise prevents their growth," represented that the article would prevent the death of plants, garden truck, house plants, melons, and trees, and would kill all bugs which infest plants, garden truck, house plants, melons, and trees, whereas the article would not prevent the death of plants, garden truck, house plants, melons, and trees, and would not kill all bugs which infest plants, garden truck, house plants, melons, and trees; and in this, that the statement, borne on each of the labels, "Bug-No-More Kills Lice by dusting on Cattle, Horses, Hogs, and in Poultry Houses, Nests, etc. Scatter Bug-No-More lightly about the roosting places and nests and the lice will disappear entirely," represented that the article, when applied by dusting on cattle, horses, hogs, and in poultry houses and nests, infested with lice, would kill all such lice, and that the article, when applied by scattering lightly about the roosting places and nests, would cause the lice to entirely disappear, whereas the article, when applied by dusting on cattle, horses, hogs, and in poultry houses and nests, infested with lice, would not kill all such lice, and the article, when applied by scattering lightly about the roosting places and nests, would not cause the lice to entirely disappear; and in this, that the statement, borne on each of the labels, "A Combined Bug Killer And Fertilizer For Root and Ground Insects.—Dust the powder on surface of the earth, then sprinkle with water which will carry the poison and fertilizer down to the roots and insects," represented that the article, when applied by dusting on the surface of the ground and sprinkling with water, would kill all bugs and all root and ground insects, whereas the article, when applied in said method and manner, would not kill all bugs and all root and ground insects; and in this, that the statement, borne on each of the labels, "As a Fertilizer For All Plants Bug-No-More is invaluable and for this purpose alone is fully worth the price asked, but that isn't all," represented that the article was a good fertilizer for plants, whereas, the article was not a good fertilizer for plants; and in this, that the statement, borne on each of the labels, "One Pound Of Bug-No-More is as good or better than six times the quantity Paris Green and Land Plaster," represented that 1 pound of the article was as good as, or better than, six times that quantity of Paris green and land plaster, whereas 1 pound of the article was not as good as six times that quantity of Paris green and land plaster; and in this, that the statement, borne on each of the labels, "Paris Green will be a thing of the past after you have once tried Bug-No-More," represented that the article was superior in insecticidal properties to Paris green, whereas the article was not superior to Paris green in insecticidal properties; and in this, that the statement, borne on each of the labels, "A Perfect Combination of Bug Killer and Fertilizer, and the best product of its kind ever produced. No Bug Can Live No Plant Can Die," represented that the article was a perfect combination of a bug killer and a plant fertilizer, that it was the best product of its kind ever produced, that it would kill all bugs, and that it would prevent the death of plants, whereas the article was not a perfect combination of a bug killer and a plant fertilizer, was not the best product of its kind ever produced, would not kill all bugs, and would not prevent the death of plants; and in this, that the statements, borne on each of the labels, "We recommend from 15 to 20 lbs. to the acre of Potatoes. Dust on the vines while they are damp and if washed off by a hard rain, apply again. We guarantee that the bugs will disappear entirely in two or three days,



and several applications of Bug-No-More as new bugs are hatched, will keep the stocks free from bugs and insure an excellent crop," represented that the article, when applied to potato plants in the method and manner as directed, would insure an excellent crop of potatoes, whereas the article, when applied to potatoes in the said method and manner, would not insure an excellent crop of potatoes; and in this, that the statement, borne on each of the labels, "For Cabbage Worms, Tomato and Melon Vines.—Apply Bug-No-More as soon as the leaves begin to form, or on first appearance of the worm or bug, and a dusting at regular intervals is recommended or as often as the bugs appear. An application from time to time on growing plants will insure magnificent results and full crops which will yield handsome returns on your investment," represented that the article, when applied in the method and manner and at the times as directed, would be effective against all bugs and all worms which infest cabbage plants, tomato plants, and melon vines, and would insure magnificent results and full crops, whereas the articles, when applied in the said method and manner, and at the said times would not be effective against all bugs and all worms which infest cabbage plants, tomato plants, and melon vines, and would not insure magnificent results and full crops; (1) and in this, that the statement, borne on each of the labels, "For Yellow Striped Bugs.—Apply lightly with Bug-No-More about the last of May or early in June when the bugs first appear and go over the same at regular intervals to be sure and catch the several broods in course of a season, and to kill new ones which may appear from time to time," represented that the article, when applied in the method and manner and at the times as directed, would be effective against all yellow-striped bugs, whereas the article, when applied in the said method and manner and at the said times, would not be effective against all yellow-striped bugs; and in this, that the statement, borne on each of the labels, "Fruit Trees or Shrubby.—Apply Bug-No-More with Spray or Bellows in liberal quantities two or three times during the earlier season and your additional crop of fruit will more than pay for small investment in Bug-No-More many times over," represented that the article, when applied to fruit trees in the method and manner and at the times as directed, would cause a large increase in the crop of fruit, whereas the article, when applied to fruit trees in the said method and manner and at the said times, would not cause a large increase in the crop of fruit.

Misbranding of the article contained in the shipment on April 4, 1913, was alleged further (1) in that the labels bore statements regarding the article which were false and misleading, (2) and the article was labeled and branded so as to deceive and mislead the purchaser: In this, that the statement, borne on each of the labels, "Bug-No-More combines all the virulence of the poison and every particle of the fertilizer and we will guarantee its use as either one or the other will show better results than can be obtained from any other fertilizer or bug killer. We Give You Both In One, saving half the investment, half the labor and yielding twice the results," represented that the article would show better results than could be obtained from any other plant fertilizer or any other bug killer, and that the article would save half the investment and half the labor, and would yield twice the results, whereas the article would not show better results than could be obtained from any other plant fertilizer or any other bug killer, and the article would not save half the investment and half the labor and would not yield twice the results; and in this, that the statement, borne on each of the labels, "Are Your Plants Sickly, Your Vegetables Poor or Trees Dead? If so, it is due to lack of nourishment or surplus of bugs. Bug-No-More will supply the one and kill the other. Not only is the poison highly concentrated, but the combined product contains more nutriment than any of the many so-called fertilizers in commerce," represented that the article would be effective against all bugs which affect plants, vegetables, and trees, and an excellent and effective fertilizer for plants, vegetables and trees, whereas the article would not be effective against all bugs which affect plants, vegetables, and trees, and would not be an excellent and effective fertilizer for plants, vegetables, and trees; and in this, that the statement borne on each of the

labels, "If Earth or Roots Are Infected with worms or other insects, Bug-No-More kills them, fertilizes the soil and makes your plants or garden-truck take on new life," represented that the article would kill all worms and other insects which infest the soil and the roots of plants, and would cause plants and garden-truck to take on new life, whereas the article would not kill all worms and all other insects which infest the soil and the roots of plants, and would not cause plants and garden truck to take on new life; and in this, that the statement, borne on each of the labels, "Fruit Trees and Shrubbery should be sprayed with Bug-No-More in order to insure a good yield," represented that the article, applied to fruit trees and shrubbery by spraying, would insure a good yield, whereas the article when applied to fruit trees and shrubbery by spraying, would not insure a good yield.

Misbranding of the article contained in the shipment on May 24, 1913, was alleged further (1) in that the labels bore a statement regarding the article which was false and misleading, (2) and the article was labeled and branded so as to deceive and mislead the purchaser in this, that the statement, borne on each of the labels, "Bug-No-More Analyzing Paris Green 1.1 per cent Calcium Sulphate 92.7 per cent, Hydrated Lime 6.2 per cent," represented that the article consisted of Paris green in the proportion of  $1\frac{1}{10}$  per cent thereof, calcium sulphate in the proportion of  $92\frac{7}{10}$  per cent thereof, and hydrated lime in the proportion of  $6\frac{2}{10}$  per cent thereof, and that the article contained no ingredients other than Paris green, calcium sulphate, and hydrated lime, whereas the article consisted of Paris green in a proportion other than  $1\frac{1}{10}$  per cent, calcium sulphate in a proportion other than  $92\frac{7}{10}$  per cent, and hydrated lime in a proportion other than  $6\frac{2}{10}$  per cent thereof, and the article contained, besides Paris green, calcium sulphate, and hydrated lime, other substances, to wit, calcium carbonate, iron aluminum, and silica.

Misbranding of the article in both shipments was alleged further in that the article was an insecticide other than Paris greens and lead arsenates, (1) and that it contained arsenic in a combination thereof and the total amount of the arsenic present was not stated (expressed as per centum of metallic arsenic), or at all, on each or any of the labels; (2) and that it contained arsenic in a combination thereof and in water-soluble form, and the amount of said arsenic in water-soluble form present in the article was not stated (expressed as per centum of metallic arsenic), or at all, on each or any of the labels on the packages containing the article; (3) and that it consisted partially of inert substances, to wit, substances other than Paris green, which said inert substances do not prevent, destroy, repel, or mitigate insects, and the names and the percentage amounts of each and every one of said inert ingredients were not stated plainly and correctly, or at all, on each or any of the labels, nor, in lieu of the names and percentage amounts of the said inert ingredients, the names and percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of said inert ingredients present, were not stated plainly and correctly, or at all, on each or any of the labels.

On March 10, 1916, the defendant entered a plea of nolo contendere to the information, and the court imposed a fine of \$25 and costs.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

269. Adulteration and misbranding of "Sterlingworth Lime and Sulphur Wash." U. S. v. George Littlefield. (Sterling Chemical Co.). Plea of nolo contendere. Fine, \$25. (I. & F. No. 192. Dom. No. 7314.)

On April 28, 1915, the United States attorney for the District of Massachusetts, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against George E. Littlefield, trading under the name of the Sterling Chemical Co., Cambridge, Mass., alleging the shipment by said defendant, on April 29, 1912, from the State of Massachusetts into



the State of Maine, of a quantity of an article designated "Sterlingworth Lime and Sulphur Wash," which was adulterated and misbranded within the meaning of the Insecticide Act of 1910. The article was labeled in part: "Sulphur, Active 32% to 33%. Inert Ingredients, 67% to 68%. \* \* \* Sterlingworth Lime and Sulphur Wash \* \* \* Contains not less than 32% combined sulphur and lime in solution at 32 degrees Baumé. \* \* \* Sterling Chemical Company, Cambridge, Mass. \* \* \*."

Adulteration of the article was alleged in the information in that it was an insecticide and fungicide, and its strength and purity fell below the professed standard and quality under which it was sold in this, that the article was labeled "Sulphur, Active 32% to 33% Inert Ingredients, 67% to 68%. \* \* \* Contains not less than 32% combined sulphur and lime in solution at 32 degrees Baumé," whereas the article contained sulphur in an amount less than 32 per cent, and inert ingredients in an amount greater than 68 per cent, and the article contained combined sulphur and lime in an amount less than 32 per cent, and the density of the article was less than 32 degrees Baumé. Misbranding of the article was alleged in that it was an insecticide and fungicide, and that the label bore statements regarding the article and the ingredients therein which were false and misleading, to wit, "Sulphur, Active 32% to 33%. Inert Ingredients, 67% to 68%. \* \* \* Contains not less than 32% combined sulphur and lime in solution at 32 degrees Baumé," whereas the article contained sulphur in an amount less than 32 per cent, inert ingredients in an amount greater than 68 per cent, and combined sulphur and lime in an amount less than 32 per cent, and the density of the article was less than 32 degrees Baumé.

On March 8, 1916, the defendant entered a plea of *nolo contendere* to the information, and the court imposed a fine of \$25.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

**279. Adulteration and misbranding of "Carbonol." U. S. v. Barrett Manufacturing Company.**  
Plea of *nolo contendere*. Fine, \$100 and costs. (I. & F. No. 357. Dom. No. 8652.)

At the March term, 1916, of the District Court of the United States for the District of Massachusetts, the United States attorney, acting upon a report by the Secretary of Agriculture, filed in the said court an information against the Barrett Manufacturing Co., a corporation, Boston, Mass., alleging the shipment by said defendant, on January 29, 1914, from the State of Massachusetts into the State of California, of a quantity of an article labeled "Carbonol," which was adulterated and misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 576 bottles, each inclosed in a carton together with a circular or booklet.

Adulteration of the article was alleged in the information in that it was an insecticide and fungicide other than Paris green and lead arsenate, and that it was intended for use on vegetation and contained substances which were injurious to such vegetation when so used: in this, that the statement, borne on the circulars or booklets, "Seed, Corn, and Wheat. Seed moistened before planting with a 1-10 solution of Carbonol (two tablespoonfuls to a pint) will be protected from worms, birds or mildew," indicated that the article was intended for use on seed in the method and manner and in the strength and proportion directed, whereas the article when used on seed in the method and manner and in the strength and proportion directed, would be injurious to such seed by seriously injuring, lowering, and reducing the vitality and germinative power thereof.

Misbranding of the article was alleged in that it was an insecticide and fungicide, (1) and that the package or label thereof bore statements regarding the article which were false and misleading, (2) and that it was labeled and branded so as to deceive and mislead the purchaser thereof: in this, that the statement, borne on the labels on the bottles and on the cartons, "A Non-Poisonous and Non-Corrosive Preparation,"

represented that the article was nonpoisonous and noncorrosive, whereas the article was poisonous and corrosive; and in this, that the statements, borne on the circulars or booklets, "Carbonol combines all the good properties of Carbolic Acid and yet has none of its bad features," and "Carbonol is a perfect substitute for Carbolic Acid—it is an absolute disinfectant and antiseptic, it is non-poisonous, non-corrosive and mixes with water in any proportion. Carbonol can be used with perfect safety, even in its full strength, by the most inexperienced," represented that the article was not poisonous, corrosive, or irritating, whereas the article was poisonous, corrosive, and irritating; and in this, that the statements, borne on the circulars or booklets, "Can be used with perfect safety as a healing agent, for relieving pain, and preventing blood poisoning. It has no toxic or injurious effect upon the skin," represented that the article would have no toxic or injurious effect upon the skin, whereas the article would have a toxic and injurious effect upon the skin; and in this, that the statement, borne on the circulars or booklets, "Carbonol As An Insecticide. \* \* \* Carbonol for this purpose is not only more effective than the insect powders commonly used, but can be used with perfect safety, whereas the powders are usually poisonous," represented that the article was not poisonous, whereas the article was poisonous; and in this, that the statement, borne on the circulars or booklets, "It must be remembered that while Carbonol is not advised for internal treatment, it is not poisonous and even in full strength will produce only slight irritation," represented that the article was not poisonous and would produce only slight irritation if taken internally, whereas the article was poisonous and would produce great and serious irritation if taken internally; and in this, that the statements, borne on the labels on the bottles, "Carbonol exterminates Roaches, Bedbugs, Water and Buffalo Bugs and all objectionable insects. It cures Mange, Gapes, Chicken and Hog Cholera, and all parasitic diseases. Wash infected places with a solution of 1 tablespoonful of Carbonol to a quart of water," represented that roaches, bedbugs, water bugs, buffalo bugs, and all objectionable insects could be exterminated, and that all forms of mange and gapes, chicken cholera, hog cholera, and all parasitic diseases could be cured in all cases by the use of the article in the method and manner and in the strength and proportion directed, whereas roaches, bedbugs, waterbugs, buffalo bugs, and all objectionable insects could not be exterminated, and all forms of mange and gapes, chicken cholera, and all parasitic diseases could not be cured in all cases by the use of the article in the method and manner and in the strength and proportion directed; and in this, that the statements, borne on the labels on the bottles, "To keep poultry free from lice and disease, spray Henhouses thoroughly with a solution of 1 tablespoonful of Carbonol to a quart of water. Also spray cattle and horses with same solution to protect them from flies and other insects," represented that poultry could be kept free from lice and that cattle and horses could be protected from all kinds of insects by the use of the article in the method and manner and in the strength and proportion directed, whereas poultry could not be kept free from lice, and horses and cattle could not be protected from all kinds of insects by the use of the article in the method and manner and in the strength and proportion directed; and in this, that the statements, borne on the labels on the bottles, "Carbonol in Stables, Cow-barns, Henhouses, Dog Kennels, Piggeries, Slaughterhouses, Etc., prevents all bad odors, kills all disease germs, and keeps all animals healthy and free from vermin. Use 4 tablespoonfuls to a pail of water," represented that the use of the article in stables, cow barns, henhouses, dog kennels, piggeries, and slaughterhouses, in the strength and proportion directed, would prevent all bad odors, would kill all disease germs, and would keep all animals in such places healthy and free from vermin, whereas the use of the article in stables, cow barns, henhouses, dog kennels, piggeries, and slaughter houses, in the strength and proportion and in the method and manner directed for each of such several places in the circulars or booklets, would not prevent all bad odors, would not kill all disease germs, and would not keep all animals in such places healthy and free from vermin;



and in this, that the statement, borne on the circulars or booklets, "Seed, Corn and Wheat. Seed moistened before planting with a 1-10 solution of Carbonol (two tablespoonfuls to a pint) will be protected from worms, birds or mildew," represented that seed could be safely and without injury treated with the article in the method and manner and in the strength and proportion directed, whereas the treatment of seed with the article, in the method and manner and in the strength and proportion directed, would cause injury to such seed by seriously injuring, lowering, and reducing the vitality and germinative power thereof; and in this, that the statements, borne on the circulars or booklets, "Greenhouses. In greenhouses, flies, beetles, etc., may be driven away by spraying around a 1-30 solution of Carbonol (two tablespoonfuls to the quart). If whitewash is applied this same proportion of Carbonol should be used in mixing," represented that beetles and all other insects which infest greenhouses would be driven away and prevented by the use of the article in the method and manner and in the strength and proportion directed, whereas beetles and all other insects which infest greenhouses would not be driven away and prevented by the application of the article in the method and manner and in the strength and proportion directed; and in this, that the statements, borne on the circulars or booklets, "Caterpillars, Scale and Lice. Haustellate or sucking insects and aphids (plant lice) may be destroyed by using Carbonol in 1-60 solution (one tablespoonful to one quart). \* \* \* Whenever insecticide directions call for whale-oil soap, Carbonol may be substituted with advantage. After the Solution has been allowed to remain on the plants for a few minutes they should be thoroughly rinsed or sprayed with clear water," represented that caterpillars, all scale, and all haustellate or sucking insects would be destroyed and prevented by the use of the article in the method and manner and in the strength and proportion directed, and that whenever directions for the use of any insecticide call for whale-oil soap, the said article could be substituted with advantage for such whale oil soap, whereas caterpillars, all scale, and all haustellate or sucking insects would not be destroyed and prevented by the use of the article in the method and manner and in the strength and proportion directed, and the article could not be substituted with advantage for whale oil soap in all insecticides the directions for the use of which call for whale oil soap; and in this, that the statements, borne on the circulars or booklets, "The Cow Barn. The Cow Barn should be thoroughly and regularly cleaned with a solution of Carbonol, four tablespoonfuls to a pail of water and the floor and woodwork sprayed. This penetrates into all cracks and destroys all insects and germs," represented that the use of the article in cow barns in the method and manner and in the strength and proportion directed, would destroy all insects and all germs, whereas the use of the article in the method and manner and in the strength and proportion directed would not destroy all insects and all germs; and in this, that the statements, borne on the circulars or booklets, "As A General Disinfectant. The strong odor so often noticed in the stable can be prevented by spraying the floors and walls with a solution of Carbonol, four tablespoonfuls to a pail of water. In addition to purifying the air, all disease germs will be killed and the animals kept healthy and free from vermin," represented that the strong odor of stables would be prevented, the air in stables would be purified, all germs of all diseases would be killed, and all animals in stables would be kept healthy and free from all vermin by the use of the article in the method and manner and in the strength and proportion directed, whereas the strong odor of stables would not be prevented, the air in stables would not be purified, all germs of all diseases would not be killed, and all animals in stables would not be kept healthy and free from all vermin by the use of the article in the method and manner and in the strength and proportion directed; and in this, that the statement, borne on the circulars or booklets, "Hack Stands. The standing room for hacks, carriages, etc., should be occasionally sprayed during the day in summer with a strong solution of Carbonol to destroy odors and to drive away flies and other insects which annoy horses," repre-

sented that the use of the article in the method and manner and in the strength and proportion directed would destroy odors and drive away flies and other insects which annoy horses, whereas the use of the article in the method and manner and in the strength and proportion directed would not destroy odors and would not drive away flies and other insects which annoy horses; and in this, that the statements, borne on the circulars or booklets, "Foot-Rot. \* \* \* The hoofs should be cleaned and pared and the animals should stand in a shallow bath of one-half gallon of Carbonol to 25 gallons of water," and "Foot and Mouth Disease. Foot and Mouth Disease is highly contagious and spreads by the contact of well with diseased animals or with infected litter, drinking troughs, food and ground. Treat as in foot-rot, taking great care to see that the sound and diseased animals are separated and all the pens, etc., thoroughly disinfected with Carbonol," represented that the foot-and-mouth disease of cattle could be prevented, cured, and eradicated by the use of the article in the method and manner and in the strength and proportion directed, whereas the foot-and-mouth disease of cattle could not be prevented, cured, and eradicated by the use of the article in the method and manner and in the strength and proportion directed; and in this, that the statement, borne on the circulars or booklets, "For Mange and Ringworm. Both Mange and Ringworm are caused by minute parasites and may be cured by thoroughly bathing the affected parts with a solution of Carbonol of the strength of one tablespoonful to a quart of water, sopping it well into the skin," represented that mange and ringworm would be cured in all cases by the use of the article in the method and manner and in the strength and proportion directed, whereas mange and ringworm would not be cured in all cases by the use of the article in the method and manner and in the strength and proportion directed; and in this, that the statements, borne on the circulars or booklets, "Chicken Cholera. This is a germ disease and can efficiently be treated with Carbonol. As it is contagious, the infected fowls should be separated from the rest of the flock and both the place in which they were formerly kept and the new one thoroughly disinfected by washing every part with Carbonol, in a 1-65 solution (one tablespoonful to a quart of water). The ground should also be sprinkled with it. Add Carbonol to the Fowls' drinking water, one part to 300 or 400 of water (about one tablespoonful to a pail) and moisten their solid food with some of the same water," represented that chicken cholera would be prevented, cured, and eradicated in all cases by the use of the article in the method and manner and in the strengths and proportions directed, whereas chicken cholera would not be prevented, cured and eradicated in all cases by the use of the article in the method and manner and in the strengths and proportions directed; and in this, that the statements, borne on the circular or booklets, "Roup. Roup, the most dreaded of all poultry diseases, can be prevented by spraying the henhouses thoroughly twice a week with a 1-100 solution of Carbonol (one tablespoonful to three pints of water). Infected fowls should be separated from the rest of the flock and put into a warm, dry place which has been sprayed with a 1-100 solution of Carbonol (one tablespoonful to three pints of water). Then thoroughly wash the mouth and nostrils with a 1-30 solution of Carbonol (one tablespoonful to one pint of water), using an atomizer or a feather, so that the affected parts will not be irritated. Three or four applications will be sufficient to effect a cure in any case not too far advanced. A teaspoonful of Carbonol in a gallon of the fowls' drinking water will prevent the spreading of the disease and act as a tonic to the sick birds," represented that roup in poultry would be prevented, and would be cured in all but advanced cases, by the use of the article in the method and manner and in the strengths and proportions directed, whereas roup in poultry would not be prevented, and would not be cured in all but advanced cases, by the use of the article in the method and manner and in the said strengths and proportions directed; and in this, that the statements, borne on the circulars or booklets, "Carbonol should be used as a general disinfectant in henhouses to keep them clean and healthful, kill lice and destroy



any disease germs before they have a chance to infect the flocks. Lice and All Kinds of Vermin. May be destroyed on poultry, pigeons, etc., by painting roofs and spraying floors and walls of their coops and houses with a 1-65 solution of Carbonol (about one tablespoonful to a quart of water)," represented that lice and all kinds of vermin affecting poultry and pigeons would be ~~destroyed and prevented~~ by the use of the article in the method and manner and in the strengths and proportions directed, whereas lice and all kinds of vermin affecting poultry and pigeons would not be destroyed and prevented by the use of the article in the method and manner and in the strength and proportions directed; and in this, that the statement, borne on the circulars or booklets, "Carbonol as a cleanser is far superior to soap: it not only cleans better, but disinfects, killing all germs and insects," represented that the use of the article as a cleanser and as a substitute for soap would kill all insects, whereas the use of the article as a cleanser and as a substitute for soap would not kill all insects; and in this, that the statements, borne on the circulars or booklets, "Carpets, Upholstered Furniture, &c. After thoroughly brushing and beating the carpets and furniture, sponge them over lightly with a cloth wet in a solution of Carbonol, one teaspoonful to a gallon of water. This will absolutely protect them from moths, buffalo bugs and other insects," represented that the use of the article in the method and manner and strength and proportion directed would protect carpets or furniture from moths, buffalo bugs, and all other insects, whereas the use of the article in the method and manner and in the strength and proportion directed would not protect carpets or furniture from moths, buffalo bugs, or all other insects; and in this, that the statement, borne on the circulars or booklets, "Spring And Fall Cleaning. All closets, bureau drawers and other receptacles for clothing should be thoroughly washed with a one per cent solution (one tablespoonful to three pints of water) of Carbonol to destroy moths and to prevent their infesting the clothing," represented that the use of the article in the method and manner and in the strength and proportion directed would prevent moths from infesting clothing, whereas the use of the article in the method and manner and in the strength and proportion directed would not prevent moths from infesting clothing; and in this, that the statements, borne on the circulars or booklets, "Carbonol As An Insecticide. Ants, Roaches, Bedbugs, and all obnoxious insects may be exterminated by thoroughly washing the infested places with a strong solution of Carbonol. Use one tablespoonful to a pint of water. Carbonol for this purpose is not only more effective than the insect powders commonly used, but can be used with perfect safety, whereas, the powders are usually poisonous," represented that roaches, bed bugs, and all other insects would be exterminated by the use of the article in the method and manner and in the strength and proportion directed, and that the article if so used would be more effective in exterminating said insects than the insect powders commonly used, whereas roaches, bed bugs, or all other insects would not be exterminated by the use of the article in the method and manner and in the strength and proportion directed, and the article if so used and applied would not be more effective than the insect powders commonly used; and in this, that the statements, borne on the circulars or booklets, "For Fleas. Wash the dog with a solution of one teaspoonful of Carbonol to a pint of water, beginning at the head to prevent insects hiding in ears and nose. It should be sopped well into the skin and allowed to dry. The dog should then be thoroughly rubbed with a dry, rough, cloth. This will not only kill and remove fleas and other vermin, but will leave the coat smooth and glossy and heal any skin disease which may be present," represented that the use of the article on dogs in the method and manner and in the strength and proportion directed would remove all vermin and heal all skin diseases which might be present, whereas the use of the article on dogs in the method and manner and in the strength and proportion directed would not remove all vermin and heal all skin diseases which might be present on said dogs; and in this, that the statements, borne

on the circulars or booklets, "Mosquitoes. Mosquito bites are relieved by bathing the affected parts in a solution of one teaspoonful to a pint of water. Carbonol of the same strength will also protect the hands, ankles and face from mosquitoes," represented that the use of the article in the method and manner and in the strength and proportion directed would protect the hands, ankles, and face from mosquitoes, whereas the use of the article in the method and manner and in the strength and proportion directed would not protect the hands, ankles, or face from mosquitoes; and in this, that the statement, borne on the circulars or booklets, "Canker. Poultry raisers have met with pronounced success in using Carbonol for the cure of this disease," represented that the article would cure canker in poultry in all cases, whereas the article would not cure canker in poultry in all cases; and in this, that the statement, borne on the labels on the bottles, "In the Sick Room the air may be purified by suspending cloths wet with a solution of 2 teaspoonfuls of Carbonol to a pint of water, or by spraying the same solution about the room with an atomizer," represented that the air in sick rooms could be purified by the use of the article in the method and manner and in the strength and proportion directed, whereas the air in sick rooms could not be purified by the use of the article in the method and manner and in the strength and proportion directed; and in this, that the statements, borne on the circulars or booklets, "A tablespoonful of Carbonol added to the pail of water used in sprinkling the cellar floor when sweeping will destroy all bad odors and make the air pure. A few drops in the water pan of the furnace will quickly purify the air of the entire house," represented that the use of the article in the method and manner and in the strength and proportion directed would destroy all bad odors and make the air pure, and would purify the air of the entire house, whereas the use of the article in the method and manner and in the strength and proportion directed would not destroy all bad odors and would not make the air pure and would not purify the air of the entire house; and in this, that the statements, borne on the circulars or booklets, "In Slaughter-Houses Carbonol should be used freely as a wash for the floors and as a spray in the yard, pens, and runs. Much of the disagreeable odor arising from such places can be eliminated and the air purified. (Two tablespoonfuls to a gallon of water)," represented that the use of the article in the method and manner and in the strength and proportion directed would purify the air in and about slaughterhouses and the yards, pens, and runs, whereas the use of the article in the method and manner and in the strength and proportion directed would not purify the air in and about slaughterhouses and the yards, pens, and runs; and in this, that the statement, borne on the circulars or booklets, "Carbonol, as well as being the most efficient disinfectant known, is the most economical, as it comes in a concentrated form," represented that the article in its concentrated form was the most efficient disinfectant known, and that by reason of its concentrated form it was the most economical disinfectant known, whereas it was not the most efficient disinfectant known, and it was not the most economical disinfectant known, in its concentrated form; and in this, that the statement, borne on the circulars or booklets, "Ringworm and felon. A Solution of one teaspoonful of Carbonol to a half pint of water used frequently to soak the finger in, or applied as a wet bandage, will effect a speedy and painless cure," represented that the use of the article in the method and manner and in the strength and proportion directed would cure all cases of ringworm and all cases of felon, whereas the use of the article in the method and manner and in the strength and proportion directed would not cure all cases of ringworm or all cases of felon; and in this, that the statements, borne on the circulars or booklets, "After Shaving. Men will appreciate the use of a teaspoonful of Carbonol to two quarts of water as a facial wash after shaving. \* \* \* It is a reliable remedy for eruptions and diseases of the skin," represented that the use of the article in the method and manner and in the strength and proportion directed would be a reliable remedy for all eruptions and all diseases of the skin, whereas the use of the article in the method and manner and in the strength



and proportion directed would not be a reliable remedy for all eruptions and all diseases of the skin; and in this, that the statements, borne on the circulars or booklets, "The Scalp. Carbonol used as a shampoo, one teaspoonful to a quart of water, will prevent dandruff and keep the hair clean and glossy. By keeping the scalp in a healthy condition, it promotes the growth of the hair and prevents it from falling out," represented that the use of the article in the method and manner and in the strength and proportion directed would promote the growth of the hair and prevent the hair from falling out, whereas the use of the article in the method and manner and in the said strength and proportion directed would not promote the growth of the hair and would not prevent the hair from falling out; and in this, that the statements, borne on the circulars or booklets, "The Bath. A tablespoonful in the bath will thoroughly clean the pores of the skin and leave it in a healthy condition. It heals chafed and chapped surfaces and eruptions of the skin. \* \* \* Carbonol in the bath is an exhilarating tonic, accelerates the circulation and gives a delightful sense of restfulness and a refreshed feeling to the body," represented that the use of the article in the method and manner and in the strength and proportion directed would leave the skin in a healthy condition in all cases, would heal all eruptions of the skin, and would accelerate the circulation of the blood, whereas the use of the article in the method and manner and in the strength and proportion directed would not leave the skin in a healthy condition in all cases, would not heal all eruptions, and would not accelerate the circulation of the blood; and in this, that the statements, borne on the circulars or booklets, "The Feet. Carbonol in the proportion of a tablespoonful to two gallons of water, will instantly relieve tender aching feet, relieve pain, reduce inflammation," represented that the use of the article in the method and manner and in the strength and proportion directed would relieve all cases of tender aching feet and all cases of pain in the feet, and reduce all inflammation of the feet, whereas the use of the article in the method and manner and in the strength and proportion directed, would not relieve all cases of tender aching feet and all cases of pain in the feet, and would not reduce all inflammation of the feet; and in this, that the statement, borne on the circulars or booklets, "As a Douche. Carbonol \* \* \* alleviates pain, reduces inflammation, and heals all discharges. A teaspoonful to a quart of warm water," represented that the use of the article in the method and manner and in the strength and proportion directed would alleviate all cases of pain, would reduce all inflammation, and would heal all discharges, whereas the use of the article in the method and manner and in the strength and proportion directed would not alleviate all cases of pain, would not reduce all inflammation, and would not heal all discharges; and in this, that the statements, borne on the circulars or booklets, "Catarrh. Two drops of Carbonol in a glass of tepid water used as a snuff or nasal douche is an excellent remedy for disagreeable catarrhal affliction. It relieves dropping in the throat, and if used faithfully will accomplish a complete cure," represented that the use of the article in the method and manner and in the strength and proportion directed would cure catarrh in all cases, whereas the use of the article in the method and manner and in the strength and proportion directed would not cure catarrh in all cases; and in this, that the statement, borne on the circulars or booklets, "Sore Throat. Four drops of Carbonol in a glass of tepid water used as a spray or gargle will cure the worst case of sore throat, quickly reducing all swelling of the glands and relieving the pain incident to swallowing," represented that the use of the article in the method and manner and in the strength and proportion directed would cure the worst case of sore throat, reduce all swelling of glands, and relieve the pain incident to swallowing, whereas the use of the article in the method and manner and in the strength and proportion directed would not cure the worst case of sore throat, would not reduce all swelling of glands, and would not relieve the pain incident to swallowing; and in this, that the statement, borne on the circulars or booklets, "Cold in Head. Immediate relief is obtained by inhaling the vapor from a sponge

or cloth wrung out in a steaming hot solution of a teaspoonful to a quart of water," represented that the use of the article in the method and manner and in the strength and proportion directed would give immediate relief in all cases of cold in the head, whereas the use of the article in the method and manner and in the strength and proportion directed would not give immediate relief in all cases of cold in the head; and in this, that the statement, borne on the circulars or booklets, "Mothers will appreciate the use of Carbonol for children as a safeguard against disease," represented that the article was a safeguard against diseases of children in all cases, whereas the article was not a safeguard against diseases of children in all cases; and in this, that the statements, borne on the circulars or booklets, "Diseases of The Gums. Very few people are aware of the astringent and hemostatic properties of Carbonol and its value as a mouth wash. Its frequent daily use (four drops in a glass of water) hardens the gums, arrests bleeding and effects a complete cure," represented that the use of the article in the method and manner and in the strength and proportion directed would completely cure all diseases of the gums in all cases, whereas the use of the article in the method and manner and in the strength and proportion directed would not completely cure all diseases of the gums in all cases; and in this, that the statement, borne on the circulars or booklets, "Poultices. Carbonol is much more satisfactory than mustard or flaxseed," represented that the article was more satisfactory for poultices than mustard or flax seed, whereas the article was not more satisfactory for poultices than mustard or flax seed; and in this, that the statements, borne on the circulars or booklets, "One of the most important aids to the physician and nurse in the care of the sick is the use of a positive germicide for maintaining sanitary conditions and preventing the spread of disease. For this purpose Carbonol will be found far superior to any other agent," represented that the article was far superior to all other substances and preparations in quality and efficacy as a germicide for maintaining sanitary conditions and preventing the spread of disease, whereas the article was not superior to all other substances and preparations in quality and efficacy as a germicide for maintaining sanitary conditions and preventing the spread of disease; and in this, that the statements, borne on the circulars or booklets, "As a mild and pleasant purifier of contaminated air spray the room with an atomizer containing a solution of a teaspoonful of Carbonol to a pint of water. A saucer containing the same strength solution may be left on the washstand," represented that the contaminated air in rooms could be purified by the use of the article in the method and manner and in the strength and proportion directed, whereas the contaminated air in rooms could not be purified by the use of the article in the method and manner and in the strength and proportion directed; and in this, that the statements, borne on the circulars or booklets, "General Disinfecting. For general disinfecting purposes Carbonol will be found to be most satisfactory. It should be freely used around all sinks, cesspools, sewers and drains to prevent bad odors and kill the disease germs which lurk in such places," represented that the use of the article around sinks, cesspools, sewers, and drains, would prevent bad odors, whereas the use of the article around sinks, cesspools, sewers, and drains, would not prevent bad odors.

On May 16, 1916, the defendant entered a plea of *nolo contendere* to the information, and the court imposed a fine of \$100 and costs.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

271. Misbranding of "Saola." U. S. v. Tilden Co. Plea of guilty. Fine, \$25. (I. & F. No. 403. Dom. No. 8984.)

On July 3, 1916, the United States attorney for the District of Massachusetts, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against The Tilden Co., a corporation, State Line, Mass., alleging the shipment by said defendant, on March 7, 1914, from



the State of Massachusetts into the State of Virginia, of a quantity of an article designated, "Saola", which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in bottles, each labeled in part as follows: "Saola Disinfectant, Deodorant, Germicide, Non-poisonous, Colorless, Odorless. \* \* \* Prepared only by The Tilden Co., New Lebanon, N. Y., St. Louis, Mo. \* \* \*

Misbranding of the article was alleged in the information in that it was a fungicide, and that it consisted partially of inert substances, to wit, substances other than aluminum chloride, which said substances did not and do not prevent, destroy, repel, or mitigate fungi, and the names and percentage amounts of each and every one of said inert ingredients were not stated plainly and correctly, or at all, on each or any of the labels of the bottles containing the article, nor in lieu of the names and percentage amounts of the said inert ingredients, were the names and percentage amounts of each and every ingredient of the article having fungicidal properties, and the total percentage of said inert ingredients present in the article, stated plainly and correctly, or at all, on each or any of the labels of the bottles.

On July 31, 1916, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$25.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

272. Misbranding of "Cowease." U. S. v. Carpenter-Morton Co. Plea of nolo contendere. Fine, \$50. (I. & F. Nos. 17, 18. Dom. Nos. 559, 2811.)

On June 15, 1912, the United States attorney for the District of Massachusetts, acting upon a report by the Secretary of Agriculture, filed, in the District Court for said district an information, in two counts, against the Carpenter-Morton Co., a corporation, Boston, Mass., alleging the shipment by said defendant, from the State of Massachusetts, on April 1, 1911, into the State of Wisconsin, and on April 5, 1911, into the State of Illinois, of quantities of an article designated "Cowease," which were misbranded within the meaning of the Insecticide Act of 1910.

Misbranding of the article in each shipment was alleged in the information in that it was an insecticide, and the package containing the article purported to state on the outside thereof their contents, that is to say, that the packages in the shipment of April 1, 1911, contained one-half gallon of the article, and that the package in the shipment of April 5, 1911, contained one quart of the article; whereas the packages contained, respectively, less than one-half gallon and less than 1 quart of the article.

On September 27, 1916, the defendant company entered a plea of nolo contendere to the information, and the court imposed a fine of \$50.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

273. Misbranding of "Red Cross Disinfectant and Deodorizer." U. S. v. Haven J. Hilliard (Red Cross Chemical Company.) Plea of nolo contendere. Fine, \$25. (I. & F. No. 384. Dom. No. 9253.)

On May 2, 1916, the United States attorney for the District of Massachusetts, acting upon a report by the Secretary of Agriculture, filed in the District Court for said district an information against Haven J. Hilliard trading as the Red Cross Chemical Co., Boston, Mass., alleging the shipment by said defendant, on June 25, 1914, from the State of Massachusetts into the State of Connecticut, of a quantity of an article, contained in bottles, designated "Red Cross Disinfectant and Deodorizer," which was misbranded within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that it was a fungicide, and it was labeled and branded so as to deceive and mislead the purchaser thereof: in this, that the statement, borne on the labels of the bottles, "Red Cross Disinfectant and Deodorizer \* \* \* It destroys and neutralizes all poisonous gases arising from decomposition of animal or vegetable matter," represented that the article would

destroy all poisonous gases arising from the decomposition of animal or vegetable matter, whereas the article would not destroy all poisonous gases arising from the decomposition of animal or vegetable matter; and in this, that the statement, borne on the labels of the bottles, "Red Cross Disinfectant and Deodorizer \* \* \* An immediate specific for impure air and bad odors," represented that the article would immediately purify all impure air and would destroy all bad odors, whereas the article would not immediately purify all impure air and would not immediately destroy all bad odors; and in this, that the statement, borne on the labels of the bottles, "Red Cross Disinfectant and Deodorizer \* \* \* A highly concentrated solution of chlorides of sodium, zinc, lime, potassium, aluminum, etc.," represented that the article consisted of a highly concentrated solution of chlorides of sodium, zinc, lime, potassium, and aluminum, whereas the article did not consist of a highly concentrated solution of chlorides of sodium, zinc, lime, potassium, and aluminum; and in this, that the statement, borne on the labels of the bottles, "Red Cross Disinfectant and Deodorizer \* \* \* The contents of this bottle will make two gallons of strong disinfectant," represented that a solution composed of contents of each or any of the bottles and two gallons of water would make a strong and efficient disinfectant, whereas a solution composed of the contents of each or any of the bottles and two gallons of water would be ineffective and worthless as a disinfectant; and in this, that the statement, borne on the labels of the bottles, "Red Cross Disinfectant and Deodorizer \* \* \* Directions for use. To Purify Atmosphere of a Sick Room, and destroy the noxious, infectious, and unpleasant odors use a hand atomizer or agitate the air with a towel saturated with the solution. Allow the wet towel to remain hanging. Even a sheet may be wet and hung across the room. Some of the pure fluid may be kept in the night vessels or in a saucer placed in an elevated part of the room," represented that the use of the article in the method and manner directed would purify the air in sick rooms in all cases and under all circumstances and would destroy all noxious, all infectious, and all unpleasant odors in and about sick rooms, whereas the use of the article in the method and manner directed would not purify the air in sick rooms in all cases and under all circumstances and would not destroy all noxious, all infectious, and all unpleasant odors in and about sick rooms; and in this, that the statement, borne on the labels of the bottles, "Red Cross Disinfectant and Deodorizer \* \* \* Directions for Use. \* \* \* In Contagious Diseases, saturate cloths or a towel and swing violently about the room, hanging the same near the sick bed. Use one part to four or six of water as a wash to neutralize the fever poison, atomize the fluid upon your own clothing, and sprinkle freely upon the bedding," represented that the use of the article in the method and manner and in the strength and proportion directed would be effective in destroying the infection of contagious diseases and contagious or infectious fevers, whereas the use of the article in the method and manner and in the strength and proportion directed would not be effective in destroying the infection of contagious diseases or contagious or infectious fevers; and in this, that the statement, borne on the labels of the bottles, "Red Cross Disinfectant and Deodorizer \* \* \* Directions for Use. \* \* \* As a Preventative, sprinkle bedding and large cloths or towels in the apartment, dilute one to ten with water, to decompose all emanations, vapors or gases in the air of the room, keep a gill of the same strength in chamber utensils and spittoons, and soak all towels, handkerchiefs and other articles used in a solution of one part to fifteen of water. Spray the room frequently," represented that the use of the article in the method and manner and in the strengths and proportions directed would be effective in preventing the infection of contagious or infectious diseases, and would decompose and destroy all disagreeable odors or noxious gases in the air, in rooms or apartments, whereas the use of the article in the method and manner and in the strengths and proportions directed would not be effective in preventing the infection of contagious or infectious diseases, and would not decompose or destroy all disagreeable odors or noxious gases



in the air, in rooms or apartments; and in this, that the statement, borne on the labels of the bottles, "Red Cross Disinfectant and Deodorizer \* \* \* Directions for Use. \* \* \* For Barns and Stables, use one part to six or eight of water, and sprinkle it around freely," represented that the use of the article in the method and manner and in the strength and proportion directed would disinfect barns and stables, whereas the use of the article in the method and manner and in the strength and proportion directed would not disinfect barns and stables; and in this, that the statement, borne on the labels of the bottles, "Red Cross Disinfectant and Deodorizer \* \* \* Directions for Use. \* \* \* For Closets, Kitchens, Storerooms, Refrigerators, etc., saturate cloths with the fluid, dilute four to six times, and hang them up. A little of the pure solution may be set upon a shelf, once or twice a week, and allowed to evaporate. The 'diffusive perfumes' of cookery are quickly dispersed from the house, and even a tobacco smoked room may be instantly purified by a proper use of this solution. Its constant use about the household will largely decrease sickness and mortality among children," represented that the use of the article in the method and manner and in the strength and proportion directed would disinfect closets, kitchens, storerooms, and refrigerators, would free households of the odors of cooking, and would decrease and prevent sickness and mortality among children, whereas the use of the article in the method and manner and in the strength and proportion directed would not disinfect closets, kitchens, storerooms or refrigerators, would not free households of the odors of cooking, and would not prevent or decrease sickness and mortality among children; and in this, that the statements borne on the labels of the bottles, "Red Cross Disinfectant and Deodorizer \* \* \* Directions for use. \* \* \* Water Closets, Urinals, etc., should be washed and sprinkled with the fluid reduced from eight to ten times and used plentifully. If any stench remains, use a stronger solution. Throw some into the urinals and waste pipes, and hang up wetted cloths. A syringe may be used to spray the closet basins, etc. It will surely remove all bad smells if thoroughly and properly applied," represented that the use of the article in the method and manner and in the strength and proportion directed would remove all disagreeable odors in and about water closets and urinals, whereas the use of the article in the method and manner and in the strength and proportion directed would not remove all disagreeable odors in and about water closets and urinals; and in this, that the statement, borne on the labels of the bottles, "Red Cross Disinfectant and Deodorizer \* \* \* Caution—This preparation, although odorless, yet very powerful, is designed solely for disinfecting purposes," represented that the article, used in the method and manner and in the strengths and proportions directed on the labels of the bottles, would be a powerful and effective disinfectant for any and all of the purposes described and stated on the labels, whereas the article, used in the method and manner and in the strengths and proportions directed would not be a powerful and effective disinfectant for any and all of the purposes stated on the labels.

Misbranding of the article was alleged further in the information for the reason that it consisted partially of inert substances, to wit, water, sodium chloride, and calcium chloride, which inert substances do not prevent, destroy, repel, or mitigate fungi, and the names and percentage amounts of each and every one of said inert ingredients were not plainly and correctly stated on each or any of the labels of the bottles, nor in lieu of the names and the percentage amounts of the said inert ingredients, were the names and the percentage amounts of each and every ingredient of the article having fungicidal properties, and the total percentage of the said inert ingredients present, stated plainly and correctly on each or any of the labels of the bottles.

On September 27, 1916, the defendant entered a plea of *nolo contendere* to the information, and the court imposed a fine of \$25.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

**274. Adulteration and misbranding of "Sanitas Disinfecting Sawdust." U. S. v. Sanitas Disinfectants Company. Plea of guilty. Fine, \$75. (I. & F. No. 352. Dom. No. 8713.)**

On March 2, 1916, the United States attorney for the Eastern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Sanitas Disinfectants Co., a corporation, New York, N. Y., alleging the shipment by said defendant, on January 20, 1914, from the State of New York into the State of California, of a quantity of an article contained in packages, designated "Sanitas Disinfecting Sawdust," which was adulterated and misbranded within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that it was a fungicide, and that its strength and purity fell below the professed standard and quality under which it was sold in this, that the statement, borne on the labels of the packages, "Sanitas Disinfecting Sawdust A Powerful, Dry Disinfectant, Clean and nice to handle, specially designed for use in Dwellings, Factories, Markets, and around Horses, Dogs, Poultry, &c.," professed that the article was a powerful disinfectant, and that it would be effective in disinfecting dwellings, factories, markets, and around horses, dogs, and poultry, whereas the article was not a powerful disinfectant, and it would not be effective in disinfecting dwellings, factories, markets, and around horses, dogs, and poultry.

Misbranding of the article was alleged in the information in that it was a fungicide, (1) and that the label bore a statement which was false and misleading, (2) and that it was labeled and branded so as to deceive and mislead the purchaser in this, that the statement, borne on the labels of the packages, "Sanitas Disinfecting Sawdust A Powerful, Dry Disinfectant, Clean and nice to handle, specially designed for use in Dwellings, Factories, Markets, around Horses, Dogs, Poultry, &c.," represented that the article was a powerful disinfectant, and that the article would be effective in disinfecting dwellings, factories, and markets, and around horses, dogs, and poultry, whereas the article was not a powerful disinfectant, and it would not be effective in disinfecting dwellings, factories, markets, and around horses, dogs, and poultry.

On March 9, 1916, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$75.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

**275. Adulteration and misbranding of "Synthetic Camphor." U. S. v. Alfred E. Peck. (Cresol Chemical Co.) Plea of guilty. Fine, \$20. (I. & F. No. 409. Dom. No. 8424.)**

At the April, 1916, term of the District Court of the United States for the Eastern District of New York, the United States attorney for the said district, acting upon a report by the Secretary of Agriculture, filed in the said court an information against Alfred E. Peck, doing business under the name of Cresol Chemical Co., New York, N. Y., alleging the shipment by said defendant, on June 4, 1913, from the State of New York into the State of Pennsylvania, of a quantity of an article designated "Synthetic Camphor," which was adulterated and misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 144 cans, each labeled in part: "Synthetic Camphor \* \* \* Manufactured Only by The Cresol Chemical Co., 8 to 12 Van Buren Street, Brooklyn, N. Y."

Adulteration of the article was alleged in the information in that it was an insecticide, and that its strength and purity fell below the professed standard and quality under which it was sold in this, that the statement, borne on the labels of the cans, "Synthetic Camphor," professed that the article was composed wholly of synthetic camphor, whereas the article was not composed wholly of synthetic camphor, but was composed of approximately 99 per cent of naphthalene. Adulteration of the article was alleged further in that the statement, borne on the labels of the cans,



"Synthetic Camphor," represented that the article was composed wholly of synthetic camphor, whereas, another substance, to wit, naphthalene, had been substituted in part, to wit, approximately 99 per centum, for the article.

Misbranding of the article was alleged in the information in that it was an insecticide, (1) and that the labels of the packages bore a statement regarding the article which was false and misleading, (2) and that the article was labeled and branded so as to deceive and mislead the purchaser in this, that the statement, borne on the labels of the cans, "Synthetic Camphor," represented that the article was composed wholly of synthetic camphor, whereas the article was not composed wholly of synthetic camphor but was composed for the most part, to wit, approximately 99 per centum, of another substance, to wit, naphthalene.

On April 26, 1916, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$20.

CARL VROOMAN *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

**276. Misbranding of "Sanitas Crude Liquid." U. S. v. Sanitas Disinfectants Company. Plea of guilty. Fine, \$50. (I. & F. No. 407. Dom. No. 9383.)**

At the September, 1916, term of the District Court of the United States for the Eastern District of New York, the United States attorney for the said district, acting upon a report by the Secretary of Agriculture, filed in the said court an information against the Sanitas Disinfectants Co., a corporation, New York, N. Y., alleging the shipment by said defendant, on July 27, 1914, from the State of New York into the State of Massachusetts, of a quantity of an article designated "Sanitas Crude Liquid," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in cans, each labeled in part: "Sanitas Crude Liquid \* \* \* Sole Manufacturers: 'Sanitas' Disinfectants Co., 33-35 Keap Street, Brooklyn, New York City."

Misbranding of the article was alleged in the information in that it was a fungicide, (1) and that the labels on the packages bore statements regarding the article which were false and misleading, (2) and that the article was labeled and branded so as to deceive and mislead the purchaser: in this, that the statement, borne on the labels of the cans, "It has been specially designed for rough disinfecting purposes on a cheap scale. \* \* \* Floors and Walls are readily disinfected by putting a cupful in each pail of scrubbing water," represented that the use of the article in the method and manner and in the strength and proportion directed would disinfect floors and walls, whereas the use of the article in the method and manner and in the strength and proportion directed would not disinfect floors and walls; and in this, that the statement, borne on the labels of the cans, "It has been specially designed for rough disinfecting purposes on a cheap scale, \* \* \* Ice Boxes should be washed out once a week with a mixture of one cupful to a pail of water and left open for half an hour before the food is put back," represented that the article, used in the method and manner and in the strength and proportion directed, would disinfect ice boxes, whereas the article, used in the method and manner and in the strength and proportion directed, would not disinfect ice boxes; and in this, that the statement, borne on the labels of the cans, "It has been specially designed for rough disinfecting purposes on a cheap scale. \* \* \* Stables, Kennels and Poultry Yards.—When cleaning out mix one part to fifty parts water, sprinkle this solution around and occasionally spray it on the walls, ceilings, etc.," represented that the article, used in the method and manner and in the strength and proportion directed, would disinfect stables, kennels, and poultry yards, whereas the article, used in the method and manner and in the strength and proportion directed, would not disinfect stables, kennels, or poultry houses; and in this, that the statement, borne on the labels of the cans, "It has been specially designed for rough disinfecting purposes on a cheap

scale. \* \* \* General Use: Mix one part with from fifty to one hundred parts of water according to the intensity of the nuisance to be corrected and apply to the offensive matter," represented that the article, used in the strength and proportion directed, would disinfect all offensive matter, whereas the article, used in the strength and proportion directed, would not disinfect all offensive matter.

On September 27, 1916, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$50.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

277. Adulteration and misbranding of "Chlorinated Lime." U. S. v. Twenty-one cases "Lennox Brand Chlorinated Lime or Bleaching Powder." Default decree of condemnation and forfeiture. Product destroyed. (I. & F. No. 379. Dom. No. 10861. S. No. 26.)

On November 20, 1915, the United States attorney for the District of Oregon, acting upon a report by the Secretary of Agriculture, filed a libel in the District Court of the United States for said district, praying condemnation and forfeiture of 21 cases of an article intended to be used as an insecticide and fungicide, designated "Lennox Brand Chlorinated Lime or Bleaching Powder". It was alleged in the libel that the article had been shipped and transported from the State of California into the State of Oregon, for sale, that it remained unsold and in the original unbroken packages at Portland, Oreg., and that it was adulterated and misbranded within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the libel in that it was an insecticide and fungicide, and its strength and purity fell below the professed standard and quality under which it was sold in this, that the statement, borne on the labels of the packages, "Active Ingredient: Available Chlorine 30% When packed. Inert Ingredients 70%," professed that the article contained available chlorine in the proportion of 30 per cent thereof, and inert ingredients in the proportion of 70 per cent thereof, said available chlorine being a substance having insecticidal and fungicidal properties, and said inert ingredients being substances which do not prevent, destroy, repel, or mitigate insects or fungi, whereas the article contained available chlorine in a proportion less than 30 per cent thereof, and contained inert ingredients in a proportion greater than 70 per cent thereof.

Misbranding of the article was alleged in the libel, in that it was an insecticide and fungicide, (1) and that the packages and labels bore statements regarding the article or the ingredients therein which were false and misleading, (2) and that the article was labeled and branded so as to deceive and mislead the purchaser in this, that the statement borne on the labels of the packages, "14 oz. Net Weight," represented that each of the packages contained 14 ounces net weight of the article, whereas each of the packages contained less than 14 ounces net weight thereof; and in this, that the statement, borne on the labels of the packages, "Active Ingredient: Available Chlorine 30% When Packed. Inert Ingredients 70%," represented that the article contained available chlorine in the proportion of 30 per cent thereof, and inert ingredients in the proportion of 70 per cent thereof, whereas the article contained available chlorine in a proportion less than 30 per cent thereof, and contained inert ingredients in a proportion greater than 70 per cent thereof; and in this, that the statements, borne on the labels of the packages, "For Use in Sick Rooms to Destroy Disease Germs—Put one-fourth of a can of Lennox Chlorinated Lime into an earthen or wooden vessel and add to it about one-half gallon of cold water. Mix well, and when settled pour off the clear solution. A small quantity of this may be placed about the rooms. Put solution in a saucer or other small earthen or wooden vessels," represented that the article, used in the method and manner and in the strength and proportion directed, would destroy disease germs in sick rooms, whereas the article, used in the method and manner and in the strength and proportion directed, would not destroy



disease germs in sick rooms; and in this, that the statements, borne on the labels of the packages, "For Deodorizing and Purifying Purposes. For Purifying Drains, Vaults, etc.—The Lime should be sprinkled dry, or a small quantity placed upon an earthen plate. This may be strengthened if moistened with diluted Muriatic Acid by mixing about a wineglassful of Muriatic Acid to a tumbler of water. The same results are obtained by using ordinary vinegar," represented that the article, used in the method and manner and in the strength and proportion directed, would purify drains, vaults, and other such places, whereas the article, used in the method and manner and in the strength and proportion directed, would not purify drains, vaults, or other such places; and in this, that the statement borne on the labels of the packages, "Lennox Chlorinated Lime is the Most Wonderful Purifier and Effectually Prevents Contagious Diseases," represented that the article would prevent all contagious diseases, whereas it would not prevent all contagious diseases; and in this, that the statements, borne on the labels of the packages, "To Drive away Flies and other Insects. If Lennox Chlorinated Lime is sprinkled around the places where flies collect, it will be found very effectual in making the flies disappear. Flies generally collect in stables, hog houses, and in fact any place where there is decayed matter. Lennox Chlorinated Lime deodorizes and purifies and keeps flies away until such objectionable matter may be removed," represented that the article, used in the method and manner directed, would repel and keep away all insects from places and matter which they usually frequent and infest, whereas the article, used in the method and manner directed, would not repel and keep away all insects from places and matter which they usually frequent and infest.

Misbranding of the article was alleged further in that it was an insecticide and fungicide, and that it was in package form and the contents were stated in terms of weight but they were not plainly and correctly stated on the outside of the packages, in this, that the statement, borne on the labels of the packages, "14 oz. Net Weight," purported and operated to state that the contents of each of the packages were 14 ounces net weight of the article, whereas the contents of each of the packages were less than 14 ounces net weight of the article.

Misbranding of the article was alleged further in the information in that it was an insecticide and fungicide, and that it consisted partially of inert substances, to wit, substances other than available chlorine, which said inert substances do not prevent, destroy, repel, or mitigate insects or fungi, and the names and percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly on each or any of the labels of the packages, nor in lieu of the names and percentage amounts of the said inert ingredients, were the name and percentage amount of the ingredient, to wit, chlorine, having insecticidal and fungicidal properties, and the total percentage of the said inert ingredients, stated plainly and correctly on each or any of the labels of the packages.

On February 25, 1916, no claimant having appeared for the goods, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be destroyed by the United States marshal.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.

**278. Misbranding of "Sergeant's Infallible Remedy for Fleas." U. S. v. Polk Miller Drug Company. Plea of guilty. Fine, \$50. (I. & F. No. 386. Dom. No. 9927.)**

At the February term, 1916, of the District Court of the United States for the Eastern District of Virginia, the United States attorney for said district filed in the said court an information against Polk Miller Drug Co., a corporation, Richmond, Va., alleging the shipment by said defendant, on January 22, 1915, from the State of Virginia into the State of Florida, of a quantity of an article designated "Sergeant's Infallible Remedy for Fleas," which was misbranded within the meaning of the Insecticide

Act of 1910. The article was contained in bottles, each labeled in part as follows: "Sergeant's Infallible Remedy for Fleas. On dogs, cats, and other pet animals. \* \* \* Manufactured only by Polk Miller Drug Co., 834 E. Main Street, Richmond, Virginia."

Misbranding of the article was alleged in the information in that it was an insecticide, and that it was falsely branded as to the State in which it was manufactured and produced, in this, that the statement, borne on the labels of the bottles, "Manufactured only by Polk Miller Drug Co., 834 E. Main St., Richmond, Virginia," represented that the article was manufactured and produced in the State of Virginia, whereas the article was not manufactured and produced in the State of Virginia. Misbranding of the article was alleged further in that it was an insecticide, and that it consisted partially of an inert substance, to wit, water, which does not prevent, destroy, repel, or mitigate insects, and the name and the percentage amount of the said inert ingredient were not stated plainly and correctly, or at all, on each or any of the labels on the packages of the article, nor in lieu of the name and percentage amount of the said inert ingredient, were the names and the percentage amounts of each and every one of the ingredients of the article having insecticidal properties, and the total percentage of the said inert ingredient, stated plainly and correctly, or at all, on each or any of the labels.

On April 7, 1916, the defendant entered a plea of guilty, and the court imposed a fine of \$50.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., May 1, 1917.



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